



DEPARTMENT OF THE NAVY  
CRANE DIVISION  
NAVAL SURFACE WARFARE CENTER  
300 HIGHWAY 361  
CRANE, INDIANA 47522-5001

IN REPLY REFER TO:

5720

00L/17F014.3

August 28, 2017

Mr. Keith Hasty  
Keystone Advisors of Illinois, LLC  
16000 Van Drunen  
South Holland, IL 60473

Dear Mr. Hasty:

This letter is in final response to your Freedom of Information Act (FOIA) request received at Naval Surface Warfare Center, (NSWC) Crane Division on January 11, 2017. Your request indicated that you are seeking, "solicitations, proposals, and contracts relating to contract number N00178-04-D-4078-FC03 McKean Defense Group. All information involving source evaluation for the above mentioned contract." Your request was assigned local Case File Number 2017-F-014. As mentioned in your original FOIA request, you indicated that you would accept clearly releasable information.

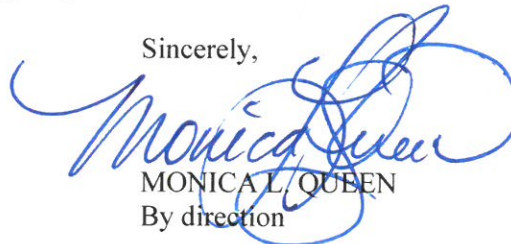
We are required to allow contractors the opportunity to comment on the releasing of information relating to the contracts awarded to their company. Accordingly, McKean Defense Group was contacted concerning the release of the information contained within the enclosed documents.

Two (2) responsive documents were located and were redacted consistent with two applicable FOIA exemptions at 5 U.S.C. § 552(b) Exemption 4 and Exemption 6. Exemption (b)(4) protects commercial or financial information received from a private source when disclosure is likely to cause substantial competitive harm to the source. Exemption (b)(6) exempts personal information from release which, if released would result in a clearly unwarranted invasion of personal privacy. Each redaction has been annotated to show the applicable FOIA exemption.

As it was received, the FOIA request stated that you agreed to pay FOIA processing fees of up to \$75.00. You were assigned into the "Commercial" fee category. As per the FOIA Improvement Act of 2016, due to the response time to your request exceeding the statutorily regulated time there is no charge for your request.

If you have any questions concerning this response, you may contact Ms. Monica L. Queen, at (812) 854-8725, or by email at [monica.l.queen@navy.mil](mailto:monica.l.queen@navy.mil).

Sincerely,



MONICA L. QUEEN  
By direction

Enclosure: 1. Document Listing  
2. Responsive Documents (2)

**ENCLOSURE (1)**

Document List for FOIA Request 2017-F-014		
Documents Regarding: HASTY, KEITH (KEYSTONE ADVISORS OF ILLINOIS, LLC)		
Document Number	Document Name	Exemption
1	N00178-04-D-4078-FC0351	5 U.S.C. § 552 (b)(4); (b)(6)
2	N00024-13-R-3046-3	5 U.S.C. § 552 (b)(4); (b)(6)
3	CONSENSUS - (b)(4) a711dc7e-2579-4833-bd0f-2c7d8460437e	5 U.S.C. § 552 (b)(4)
4	CONSENSUS (b)(4) 4b6cd575-86ef-4f12-bcfa-ba032d612bf2	5 U.S.C. § 552 (b)(4)
5	CONSENSUS - (b)(4) 773db422-8cd5-4662-8197-38cb0923fb2f	5 U.S.C. § 552 (b)(4)

**ENCLOSURE (2)**

**DOCUMENT (1)**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 51	3. EFFECTIVE DATE 01-May-2017	4. REQUISITION/PURCHASE REQ. NO. 1300639825	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building (b)(6) Crane IN 47522-5001 (b)(6)	CODE N00164	7. ADMINISTERED BY (If other than Item 6) NSWC, CRANE DIVISION 300 Highway 361 - Building (b)(6) Crane IN 47522-5001	CODE N00164 SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) McKean Defense Group, LLC 1 Crescent Drive, Suite 400 Philadelphia PA 19112-1015	[X]	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4078 / N00178-04-D-4078-FC03
		10B. DATED (SEE ITEM 13) 02-Jul-2013
CAGE CODE OPT02	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6) Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (b)(6) (Signature of Contracting Officer)	01-May-2017
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 <b>STANDARD FORM 30</b> (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to **(1)** provide ODC funding. Accordingly, said Task Order is modified as follows:

The total potential amount of this task order remains (b)(4)

### 1. FUNDING INFORMATION:

Refer to Section B and G of the task order for incrementally funded SLIN and ACRN additions.

The total funded amount currently available for payment is hereby increased by (b)(4) from (b)(4) to (b)(4)

The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for cost incurred in excess of (b)(4) unless additional funds are made available and incorporated as a modification to this order.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from (b)(4) by (b)(4) to (b)(4)

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
9401BM	WCF	0.00	(b)(4)	

The total value of the order is hereby increased from (b)(4) by \$0.00 to (b)(4)

CLIN/SLIN	From (\$)	By (\$)	To (\$)
9400	(b)(4)	(b)(4)	(b)(4)
9401BM	0.00	(b)(4)	(b)(4)

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
9401BM		5/1/2017 - 7/1/2017

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 1 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 Labor. See Note A. Note: Moved (b)(4) from CLIN 4000 to CLIN 7000 on MOD 22. Note: De-obligated (b)(4) on MOD 46 previous amount (b)(4) the new balance is (b)(4) (Fund Type - OTHER)			(b)(4)		\$1,038,190.42
400001	R425	Incremental funding in the amount of (b)(4) in support of TI 13.B.03 (ACRN A1). Funds provided for employee relations support. (WCF)					
400002	R425	Incremental funding in the amount of (b)(4) in support of TI 13.008.01 (ACRN A2). Funds provided for Comptroller Quality Documentation Support. De-obligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)					
400003	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.01 (ACRN A3). Funds provided for QXP Customer Relationship Analysis Support. Note: De-obligated funding in the amount (b)(4) (WCF)					
400004	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.03 (ACRN A4). Funds provided for QXP Research & Analysis Support. Note: De-obligated funding in the amount (b)(4) (WCF)					
400005	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.10 (ACRN A5). Funds provided for QXP Strategic Planning Support. DEOB in the amount of (b)(4) via MOD 3 (WCF)					
400006	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.09 (ACRN A6). Funds provided for QXN STEM Program Support. (WCF)					



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 2 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400007	R425	Incremental funding in the amount of (b)(4) in support of TI 13.P.01 (ACRN A7). Funds provided for Public Affairs Office Support. (WCF)					
400008	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.07 (ACRN A9). Funds provided for QXN Non-FAR Based Agreement Support. (WCF)					
400009	R425	Incremental funding in the amount of (b)(4) in support of TI 13.B.01 (ACRN B1). Funds provided for BXS HR Recruiting & Staffing Support. Note: De-obligated funding in the amount (b)(4) (WCF)					
400010	R425	Incremental funding in the amount of (b)(4) in support of TI 13.B.02 (ACRN B1). Funds provided for BXS HR Recruiting & Staffing, Classification Support. Note: De-obligated funding in the amount (b)(4) (WCF)					
400011	R425	Incremental funding in the amount of (b)(4) in support of TI 13.B.03 (ACRN B1). Funds provided for BXS Employee Relations Support. Note: De-obligated (b)(4) on MOD 32 May 18, 2016 De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4) Note:De-obligated (b)(4) on MOD 46 previous amount (b)(4) the new balance is (b)(4) (WCF)					
400012	R425	Incremental funding in the amount of (b)(4) in support of TI 13.O.01 (ACRN B2). Funds provided for Office of Counsel Patent Prosecution Support. (WCF)					
400013	R425	Incremental funding in the amount of (b)(4) in support of TI 13.J.01 (ACRN B3). Funds provided for Office of Counsel Patent Prosecution Support. De-obligated (b)(4) from (b)(4) to (b)(4). Note: De-obligated funding in the amount (b)(4) (PMC)					
400014	R425	Incremental funding in the amount of (b)(6) in support of TI 13.Q.07 (ACRN B4). Funds provided for Non-FAR based support of the Science and Technology (S&T) Division (WCF)					

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 3 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400015	R425	Incremental funding in the amount of (b)(5) in support of TI 13.Q.09 (ACRN B5). Funds provided support the STEM program of the Science and Technology (S&T) Division. Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)					
400016	R425	Incremental funding in the amount of (b)(4) in support of TI 13.P.01 (ACRN B6). Funds provided support the Public Affairs Office (WCF)					
400017	R425	Funding in support of (TI-13.008.01), Contract Accounting Services Section/ ISO 9001 Quality Documentation Support. Note: De-obligated (b)(4) Deobligated (b)(4) from (b)(4) to \$0.00 on MOD 49. (WCF)					
400018	R425	Funding in support of (TI-13.0.01), Patent Prosecution and Technology Transfer Support, Office of Counsel Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)					
400019	R425	Funding in support of TI-13.Q.04, Science and Technology Division, Alternative Funding Program Support. Note: De-obligated funding in the amount (b)(4) (WCF)					
4001		Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 Labor. See Note A.					\$177,168.88
4001AA	R425	Funding in support of TI-13.Q.09, S&T Division, STEM Program. (WCF)			(b)(4)		\$10,000.00
4001AB	R425	Funding in support of TI-13.P.01, Public Affairs Office, PAO Support. (WCF)			(b)(4)		\$70,000.00
4001AC	R425	Funding in support of TI-13.Q.07, S&T Division, NON-FAR Based Agreement Support (WCF)			(b)(4)		\$11,500.00
4001AD	R425	Funding in support of TI-13.B.04 Human Resources support. Note: De-obligated funding in the amount (b)(4) (WCF)			(b)(4)		\$19,976.37
4001AE	R425	Funding in support of TI-13.Q.11, Patent Commercialization and Technology Transfer Support, S&T Division Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)					\$45,165.69

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 4 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001AF	R425	Funding in Support of TI-13.P.02, Public Affairs Office, Special Events Support (WCF)			(b)(4)		\$2,535.84
4001AG	R425	Funding in support of TI-13.P.01, Public Affairs Office, Public Affairs Support. Started with (b)(4) deobligated (b)(4) on MOD 33, remaining value of (b)(4) (WCF)			(b)(4)		\$13,999.98
4001AH	R425	Funding in support of TI-13.Q.07, S&T Division, NON-FAR Based Agreement Support. (WCF)			(b)(4)		\$2,955.00
4001AJ	R425	Funding in support of TI-13.Q.09, S&T Division, STEM Program. (WCF)			(b)(4)		\$1,036.00
4100	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 Labor Surge. See Notes B & C. (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00

For Cost Type / NSP Items

4999	Labor CLIN(s) 4000 thru 4100 and 7000 thru 7300; In Accordance With (IAW) the Statement Of Work (SOW), and CDRL(s) A001 thru A005, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013., unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 4000 thru 7300.	1.0	LO	NSP
------	---	-----	----	-----

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 ODC. See Note D. (Fund Type - TBD)	1.0	LO	(b)(4)
600001	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.01 (ACRN A3). Funds provided for QXP Customer Relationship Analysis Support. Note: De-obligated funding in the amount (b)(4) (WCF)			
600002	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.03 (ACRN A4). Funds provided for QXP Research & Analysis Support. Note: De-obligated funding in the amount (b)(4) (WCF)			
600003	R425	Incremental funding in the amount of (b)(4) in support of TI 13.Q.10 (ACRN A5). Funds provided for QXP Strategic Planning Support. DEOB in the amount of (b)(4) via MOD 3 (WCF)			

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 5 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600004	R425	Incremental funding in the amount of (b)(4) in support of TI 13.O.01 (ACRN B2). Funds provided for Office of Counsel Patent Prosecution Support. De-obligated (b)(4) on MOD 32 May 18, 2016 Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)			
600005	R425	Funding in support of TI-13.O.01, Patent Prosecution and Technology Transfer Support, Office of Counsel. Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)			
6001		Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 ODC. See Note D.			(b)(4)
6001AA	R425	Funding in support of TI-13.P.01, Public Affairs Office, PAO Support. Note: De-obligated funding in the amount (b)(4) (WCF)	1.0	LO	(b)(4)
6001AB	R425	Funding in support of TI-13.Q.09, S&T Division, STEM Program. Note: De-obligated (b)(4) on MOD 32 May 18, 2016 Note: De-obligated (b)(4) on MOD 36 previous amount of (b)(4) the new balance is (b)(4) (WCF)	1.0	LO	(b)(4)
6001AC	R425	Funding in support of TI-13.Q.11, Patent Commercialization and Technology Transfer Support, S&T Division Note: De-obligated (b)(4) on MOD 32 May 18, 2016 Note: De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4) (WCF)	1.0	LO	(b)(4)
6001AD	R425	Funding in support of TI-13.P.02, Public Affairs Office, Special Events Support. Started with (b)(4) deobligated (b)(4) from MOD 33, remaining value of (b)(4) (WCF)	1.0	LO	(b)(4)
6001AE	R425	Funding in Support of TI-13.Q.04, S&T Division, Alternative Funding Program Support. Note: De-obligated funding in the amount (b)(4) Note: De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4) Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)	1.0	LO	(b)(4)
6100	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 ODC Surge. See Notes B & D. (Fund Type - TBD)	1.0	LO	(b)(4)

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 Labor. See Notes A & B. Note: Moved (b)(4) from CLIN 4000 to CLIN 7000 on MOD 22. Note: Moved (b)(4) from CLIN 7000 to CLIN 7200 on MOD 26. (Fund Type - TBD)			(b)(4)		\$316,847.87
7001		Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 Labor. See Notes A & B.					\$1,604,997.83

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 6 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001AA	R425	Funding in support of TI-14.O.01, Office of Counsel, Patent Prosecution Support. (WCF)			(b)(4)		\$15,000.00
7001AB	R425	Funding in support of TI-14.J.01, Surveillance and Reconnaissance Systems Division, Business Analytical Support (WCF)			(b)(4)		\$15,000.00
7001AC	R425	Funding in support of TI-14.Q.09, S&T Division, STEM Program Support (WCF)			(b)(4)		\$15,000.00
7001AD	R425	Funding in support of TI-14.Q.01, Customer Advocacy and Strategy Division, Customer Relationship Analysis and Support (WCF)			(b)(4)		\$20,000.00
7001AE	R425	Funding in Support of TI-14.Q.03, Customer Advocacy and Strategy Division, Research and Analysis Support (WCF)			(b)(4)		\$20,000.00
7001AF	R425	Funding in Support of TI-14.Q.07, Science and Technology Division, Non-FAR Based Agreement Support (WCF)			(b)(4)		\$15,000.00
7001AG	R425	Funding in support of TI-14.B.01, Human Resources Office, Human Resource Analyst Support (WCF)			(b)(4)		\$15,000.00
7001AH	R425	Funding in Support of TI-14.B.02, Human Resources Office, HR Position Classification Support Note: De-Obligated (b)(4) via modification 20 4/16/2015. Note: De-Obligated (b)(4) via modification 32 5/18/2016 (WCF)			(b)(4)		\$2,224.19
7001AJ	R425	Funding in Support of TI-14.B.03, Employee Relations Branch, Human Resources Support (WCF)			(b)(4)		\$15,000.00
7001AK	R425	Funding in support of TI-14.B.04, Human Resources Office, Human Resource Analyst Support (WCF)			(b)(4)		\$15,000.00
7001AL	R425	Funding in Support of TI-14.Q.04, Science and Technology Division, Alternative Funding Program Support (WCF)			(b)(4)		\$15,000.00
7001AM	R425	Funding in support of TI-14.P.01, Public Affairs Office, Public Affairs Support (WCF)			(b)(4)		\$25,000.00
7001AN	R425	Funding in Support of TI-14.P.02, Public Affairs Office, Special Events Support. Note: De-Obligated			(b)(4)		\$5,000.00

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 7 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(b)(4) via modification 20 4/16/2015. (WCF)					
7001AP	R425	Funding in support of TI-14.Q.11, Science and Technology Division, Patent Commercialization and Technology Transfer Support (WCF)			(b)(4)		\$25,000.00
7001AQ	R425	Funding in support of (TI-14.B.01/NSWC Crane/HR Support). (WCF)			(b)(4)		\$114,386.16
7001AR	R425	Funding in support of (TI-14.B.02/NSWC Crane/HR Support). De-Obligated (b)(4) via modification 20 4/16/2015. (WCF)	1.0	LO	\$0.00	\$0.00	\$0.00
7001AS	R425	Funding in support of (TI-14.B.03/NSWC Crane/HR Support). Note: De-Obligated (b)(4) via modification 32 5/18/2016 (WCF)			(b)(4)		\$91,243.48
7001AT	R425	Funding in support of (TI-14.B.04/NSWC Crane/HR Support). (WCF)			(b)(4)		\$81,633.00
7001AU	R425	Funding in support of (TI-14.J.01/NSWC Crane/Business Analytical Support). De-obligated (b)(4) from (b)(4) decreasing the funding to (b)(4) (WCF)			(b)(4)		\$13,278.98
7001AV	R425	Funding in support of (TI-14.P.01/NSWC Crane/Public Affairs Support). (WCF)			(b)(4)		\$62,250.00
7001AW	R425	Funding in support of (TI-14.O.01/NSWC Crane/Patent and Prosecution Support). Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)			(b)(4)		\$127,183.35
7001AX	R425	Funding in support of (TI-14.Q.01/NSWC Crane/Customer Relationship Tool). Note: De-Obligated (b)(4) via modification 20 4/16/2015. Note: De-obligated (b)(4) MOD 32 May 18, 2016 (WCF)	1.0	LO	\$0.00	\$0.00	\$0.00
7001AY	R425	Funding in support of (TI-14.Q.01/NSWC Crane/Research and Analysis Support). Note: De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4) Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is			(b)(4)		\$65,117.76

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 8 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(b)(4) (WCF)					
7001AZ	R425	Funding in support of (TI-14.Q.04/NSWC Crane/Alternative Funding Support). Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)			(b)(4)		\$69,973.68
7001BA	R425	Funding in support of (TI-14.Q.07/NSWC Crane/NoN FAR Based Agreement Support). Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)			(b)(4)		\$58,210.57
7001BB	R425	Funding in support of (TI-14.Q.09/NSWC Crane/Instructor Support). Note: De-obligated (b)(4) on MOD 32 May 18. (WCF)			(b)(4)		\$70,320.22
7001BC	R425	Funding in support of TI-14.Q.11, Science and Technology Division, Patent Commercialization and Technology Transfer Support (WCF)			(b)(4)		\$70,000.00
7001BD	R425	Funding in support of (TI-14.P.01/NSWC Crane PAO/Public Affairs Support). (WCF)			(b)(4)		\$62,250.00
7001BE	R425	Funding in support of (TI-14.P.02/NSWC Crane PAO/Public Affairs/Event Support). Started with (b)(4) deobligated (b)(4) on MOD 33, remaining value of (b)(4) (WCF)			(b)(4)		\$757.77
7001BF	R425	Funding in support of (TI-14.Q.03/NSWC Crane/Research and Analysis Support). Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)			(b)(4)		\$65,121.68
7001BG	R425	Funding reallocated to SLIN 4001AH (WCF)	0.0	LO	\$0.00	\$0.00	\$0.00
7001BH	R425	Funding reallocated to SLIN 4001AJ (WCF)	0.0	LO	\$0.00	\$0.00	\$0.00
7001BJ	R425	Funding in support of (TI-14.J.01/NSWC Crane/Business Analytical Support). Note: De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4) De-obligated (b)(4) on MOD 46 January 5, 2017. The new balance is (b)(4) (Fund Type - OTHER)			(b)(4)		\$77,614.55
7001BK	R425	Funding in support of (TI-14.Q.11/NSWC Crane/S&T Division). (WCF)			(b)(4)		\$100,000.00

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 9 of 117	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001BL	R425	Funding in support of (TI-14.P.01/NSWC Crane/PAO Office Support). Note: De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4) (WCF)			(b)(4)		\$170,399.99
7001BM	R425	Funding in support of TI-14.B.01, (Human Resources Office/Human Resource Analyst Support). Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)			(b)(4)		\$34,659.61
7001BN	R425	Funding in support of TI-14.B.04 (Human Resources Office/Human Resource Analyst Support). Note: De-Obligated (b)(4) via modification 32 5/18/2016 (WCF)			(b)(4)		\$35,099.09
7001BP	R425	Funding in support of (TI-14.P.02/NSWC Crane PAO/Public Affairs/Event Support). Note: De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4). Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is \$0.00 (WCF)	0.0	LO	\$0.00	\$0.00	\$0.00
7001BQ	R425	Funding in support of TI-14.Q.11, Science and Technology Division, Patent Commercialization and Technology Transfer Support. De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)			(b)(4)		\$18,273.75
7100	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 Labor Surge. See Note B & C. (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
7200	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 Labor. See Note A & B. Note: Moved (b)(4) from CLIN 7000 to CLIN 7200 on MOD 26. (Fund Type - TBD)			(b)(4)		\$440,002.66
7201							\$1,786,643.33
7201AA	R425	Funding in support of TI.15.B.01 Labor (NSWC Crane/HR Office Support). (WCF)					\$169,723.79



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 10 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201AB	R425	Funding in support of TI.15.B.03 Labor (NSWC Crane/HR Support). Note: De-obligated (b)(4) on MOD 33. Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)			(b)(4)		\$76,832.95
7201AC	R425	Funding in support of TI.15.B.04 Labor (NSWC Crane/HR Support). (WCF)			(b)(4)		\$145,525.76
7201AD	R425	Funding in support of TI.15.J.01 Labor (NSWC Crane/Business Analytical Support). (WCF)			(b)(4)		\$40,000.00
7201AE	R425	Funding in support of TI.15.P.01 Labor (NSWC Crane/Public Affairs Office Support). Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 48. (WCF)			(b)(4)		\$330,329.37
7201AF	R425	Funding in support of TI.15.P.02 Labor (NSWC Crane/Public Affairs Office Support). Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 48. (WCF)			(b)(4)		\$5,987.33
7201AG	R425	Funding in support of TI.15.Q.01 Labor (NSWC Crane/Customer Relationship Support). Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)			(b)(4)		\$107,865.22
7201AH	R425	Funding in support of TI.15.Q.03 Labor (NSWC Crane/Position Classification Support). Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)			(b)(4)		\$79,814.06
7201AJ	R425	Funding in support of TI.15.Q.04 Labor (NSWC Crane/S&T Division Support). Note: De-obligated (b)(4) on MOD 33 Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)			(b)(4)		\$48,000.00

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 11 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201AK	R425	Funding in support of TI.15.Q.07 Labor (NSWC Crane/S&T Support). (WCF)			(b)(4)		\$79,000.00
7201AL	R425	Funding in support of TI.15.Q.09 Labor (NSWC Crane/S&T Support). (WCF)			(b)(4)		\$88,000.00
7201AM	R425	Funding in support of TI.15.Q.09 Labor (NSWC Crane/S&T Support). Note: De-obligated (b)(4) on MOD 33 Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)			(b)(4)		\$38,000.00
7201AN	R425	Funding in support of TI.15.Q.11 Labor (NSWC Crane/S&T Support). (WCF)			(b)(4)		\$218,000.00
7201AP	R425	Funding in support of TI.15.O.01 Labor (NSWC Crane/Patent Prosecution Support). Note: De-obligated (b)(4) on MOD 33 Note: De-Obligated (b)(4) on MOD 38. (WCF)			(b)(4)		\$156,146.98
7201AQ	R425	Funding in support of TI-15.J.02 Labor (Information Technology documentation Service/USSOCOM Visual Augmentation Systems). (Fund Type - OTHER)			(b)(4)		\$8,500.00
7201AR	R425	Funding in support of TI-15.J.02 Labor (Information Technology documentation Service/USSOCOM Visual Augmentation Systems). (WCF)			(b)(4)		\$18,000.00
7201AS	R425	Funding in support of TI-15.J.02 Labor (NSWC Crane Sponsor/Multi-media/graphics support). (WCF)			(b)(4)		\$26,500.00
7201AT	R425	Funding in support of TI-15.B.01 Labor (NSWC Crane/HR Support) (WCF)			(b)(4)		\$35,000.00
7201AU	R425	Funding in support of TI-15.J.01 Labor (NSWC Crane/Business Analytical Support/TMP). (PMC)			(b)(4)		\$9,500.00
7201AX	AZ16	Funding in support of TI-15.J.01 Labor (NSWC Crane/Business Analytical (NWS) Support) Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (RDT&E)			(b)(4)		\$21,510.04
7201AY	T001	Funding in support of TI-15.J.02 Labor (USSOCOM/Visual Augmentation			(b)(4)		\$4,725.00

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 12 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		System/Graphic Support) (Fund Type - OTHER)					
7201AZ	T006	Funding in support of TI-15.J.02 Labor (NSWC Crane/Multimedia and Graphic Support. Note: De-obligated (b)(4) on MOD 33 Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is \$3,125.00. Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 48. (WCF)			(b)(4)		\$182.83
7201BA	T003	Funding in support of TI-15.J.02 Labor (USSOCOM/Hand Held Imager Program/Graphic Support) Note: De-obligated (b)(4) on MOD 33 (Fund Type - OTHER)			(b)(4)		\$13,400.00
7201BB	R604	Funding in support of TI.15.Q.07 Labor (NSWC Crane/S&T Support). Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)			(b)(4)		\$40,500.00
7201BC	R431	Funding in support of TI-15.B.01 Labor (NSWC Crane/Human Resources). (WCF)			(b)(4)		\$8,000.00
7201BD	R431	Funding in support of TI-15.B.04 Labor (NSWC Crane/Human Resources/Staffing and Classification). Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)			(b)(4)		\$8,000.00
7201BE	R425	Funding in support of TI-15.Q.11 Labor (NSWC Crane Sponsor/S&T Division). (WCF)			(b)(4)		\$9,600.00
7300	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 Labor Surge. See Notes B & C. (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
7400	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 3 Labor. See Note A & B. On modification number, thirty-five (35) 47,297 Task Order Ceiling hours were moved from CLINs 4000, 4100, 7000, 7100, 7200, and 7300 to CLIN 7400 to extend Task Order N00178-04-			(b)(4)		\$1,037,872.17

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 13 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		D-4078 FC03 for 12 months the New PoP will be from July 02, 2016 to July 1, 2017. (Fund Type - TBD)					
7401		Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 3 Labor. See Note A & B.					\$1,240,929.94
7401AA	R431	Funding in support of TI-16.B.01 Labor (NSWC Crane/Human Resources Support). (WCF)			(b)(4)		\$40,000.00
7401AB	R431	Funding in support of TI-16.B.04 Labor (NSWC Crane/Human Resources Staffing and Classification Support). (WCF)			(b)(4)		\$40,000.00
7401AC	AZ16	Funding in support of TI-16.J.01 Labor (SSP HQ/Navy Nuclear Weapon Surety Program/Business Analytical Support). (RDT&E)			(b)(4)		\$5,084.00
7401AD	R425	Funding in support of TI-16.J.02 Labor (HQ USSOCOM SOAL SW/Visual Augmentation System/Hand Held Imager Program). (Fund Type - OTHER)			(b)(4)		\$9,500.00
7401AE	R605	Funding in support of TI-16.J.02 Labor (NSWC Crane/Graphic). (WCF)			(b)(4)		\$13,706.00
7401AF	R422	Funding in support of TI-16.P.01 Labor (NSWC Crane/PAO). (WCF)			(b)(4)		\$95,000.00
7401AG	B524	Funding in support of TI-16.Q.01 Labor (NSWC Crane/Applied Science/Customer Relationship Analysis Support). (WCF)			(b)(4)		\$36,000.00
7401AH	R799	Funding in support of TI-16.Q.07 Labor (NSWC Crane/ Science and Technology Branch/NoN FAR Based Agreement Support). (WCF)			(b)(4)		\$32,000.00
7401AJ	U008	Funding in support of TI-16.Q.09 Labor (NSWC Crane/ Science and Technology/STEM Support). (WCF)			(b)(4)		\$38,500.00
7401AK	R418	Funding in support of TI-16.Q.11 Labor (NSWC Crane/ Science and Technology/Patent Commercialization and Technology Transfer). (WCF)			(b)(4)		\$26,000.00
7401AL	R422	Funding in support of TI-16.P.02 Labor (NSWC Crane/ PAO). (WCF)			(b)(4)		\$1,000.00
7401AM	R425	Funding in support of TI-16.Q.03 Labor (Strategic Systems Program /Common Missile Compartment/Ohio Replacement). (RDT&E)			(b)(4)		\$22,500.00

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 14 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401AN	R418	Funding in support of TI-16.O.01 Labor (NSWC Crane/Office of Counsel Program/Patent Drawings-File Wrappers Postage and Training Notebooks). (WCF)			(b)(4)		\$45,000.00
7401AP	R425	Funding in support of TI-16.J.01 Labor (Strategic System Program (SSP)/Business Analytical Support/NWS Program) (RDT&E)			(b)(4)		\$6,220.49
7401AQ	R605	Funding in support of TI-16.J.02 Labor (US Airforce/Multimedia and Graphic Documentation Support/Depot Activation (FRCSE, Jacksonville) program) (Fund Type - OTHER)			(b)(4)		\$22,000.00
7401AR	R799	Funding in support of TI-16.Q.07 Labor (NSWC Crane/ Science and Technology Branch/NoN FAR Based Agreement Support). Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 50. (WCF)			(b)(4)		\$10,000.00
7401AS	U008	Funding in support of TI-16.Q.09 Labor (NSWC Crane/ Science and Technology/STEM Support) (WCF)			(b)(4)		\$100,000.00
7401AT	AZ16	Funding in support of TI-16.J.01 Labor (Strategic System Program (SSP)/Business Analytical Support/NWS Program) (RDT&E)			(b)(4)		\$6,220.49
7401AU	R418	Funding in support of TI-16.Q.11 Labor (NSWC Crane/ Science and Technology/Patent Commercialization and Technology Transfer) (WCF)			(b)(4)		\$100,000.00
7401AV	AZ16	Funding in support of TI-16.Q.03 Labor (NSWC Crane/Customer Advocate and Strategy /Customer Support) (WCF)			(b)(4)		\$45,000.00
7401AW	AZ16	Funding in support of TI-16.J.01 Labor (NAVAIRSYSCOM/Business analytical support/MQ-4C Triton program) (RDT&E)			(b)(4)		\$12,423.00
7401AX	R422	Funding in support of TI-16.P.02 Labor (NSWC Crane/ PAO) (WCF)			(b)(4)		\$1,000.00
7401AY	R422	Funding in support of TI-16.P.01 Labor (NSWC Crane/PAO). (WCF)			(b)(4)		\$81,672.00
7401AZ	R418	Funding in support of TI-16.O.01 Labor (NSWC Crane/Office of Counsel Program/Patent Drawings-File Wrappers Postage and Training Notebooks) (WCF)			(b)(4)		\$30,354.00

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 15 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401BA	R422	Funding in support of TI-16.J.02 Labor (Sub-Task B/NSWC Crane/ PAO) NOTE: The above SLIN was changed from TI.16.P.02 TO TI.16.J.02 Sub Task B. (WCF)			(b)(4)		\$34,017.58
7401BB	R431	Funding in support of TI-16.B.04 Labor (NSWC Crane/Human Resources Staffing and Classification Support). (WCF)			(b)(4)		\$47,500.00
7401BC	R431	Funding in support of TI-16.B.01 Labor (NSWC Crane/Human Resources Support). (WCF)			(b)(4)		\$40,000.00
7401BE	R418	Funding in support of TI-16.O.01 Labor (NSWC Crane/Office of Counsel Programs) (WCF)			(b)(4)		\$50,000.00
7401BF	R701	Funding in support of TI-16.P.01 Labor (NSWC Crane/PAO). (WCF)			(b)(4)		\$81,672.00
7401BG	R612	Funding in support of TI-16.J.02 Labor (Sub Task A/COMNAVSPECWARCOM (N7)/Visual Augmentation System/Graphic Support). (Fund Type - OTHER)			(b)(4)		\$4,100.00
7401BH	R425	Funding in support of TI-16.Q.11 Labor (NSWC Crane/ Science and Technology/Patent Commercialization and Technology Transfer) (WCF)			(b)(4)		\$50,000.00
7401BJ	R425	Funding in support of TI-16.B.01 Labor (NSWC Crane/Human Resources Support). (WCF)			(b)(4)		\$30,000.00
7401BK	R425	Funding in support of TI-16.J.02 Labor (Sub Task A/USSOCOM VAS Program/Visual Augmentation System/Graphic Support). (Fund Type - OTHER)			(b)(4)		\$12,000.00
7401BL	R425	Funding in support of TI-16.Q.03, in support of research and analysis support. (WCF)			(b)(4)		\$25,460.38
7401BM	R425	Funding in support of TI-16.Q.03, in support of the CA Division. (WCF)			(b)(4)		\$13,000.00
7401BN	R425	Funding in support of TI-16.Q.11, in support of S&T Division. (WCF)			(b)(4)		\$20,000.00
7401BP	R425	Funding in support of TI-16.O.01, funding will support the Office of Counsel. (WCF)			(b)(4)		\$14,000.00

For ODC Items:

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 16 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 ODC. See Notes B & D. MOD 44 moved (b)(4) from CLIN 9200 to 9000, increasing the CLIN value from (b)(4) by (b)(4) to (b)(4) (Fund Type - TBD)	1.0	LO	(b)(4)
9001		Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 ODC. See Notes B & D.			(b)(4)
9001AA	R425	Funding in support of TI-14.O.01, Office of Counsel, Patent Prosecution Support (WCF)	1.0	LO	(b)(4)
9001AB	R425	ODC funding in support of TI-14.P.02, Public Affairs Office, Special Events Support (WCF)	1.0	LO	(b)(4)
9001AC	R425	Funding in support of TI-14.Q.11, Science and Technology Division, Patent Commercialization and Technology Transfer Support (WCF)	1.0	LO	(b)(4)
9001AD	R425	Funding in support of ODC for(TI-14.P.01/NSWC Crane/Public Affairs Support). (WCF)	1.0	LO	(b)(4)
9001AE	R425	ODC funding in support of TI-14.O.01, Office of Counsel, Patent Prosecution Support (WCF)	1.0	LO	(b)(4)
9001AF	R425	ODC funding in support of (TI-14.Q.09/NSWC Crane/Instructor Support). Note: De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)	1.0	LO	(b)(4)
9001AG	R425	Funding in support of (TI-14.P.01/NSWC Crane/Public Affairs Support). Started with (b)(4) deobligated (b)(4) from MOD 33, remaining value of (b)(4) (WCF)	1.0	LO	(b)(4)
9001AH	R425	Funding in support of (TI-14.P.01/NSWC Crane/Public Affairs Support/Event Support). Started with (b)(4) deobligated (b)(4) from MOD 33, remaining value \$0. (WCF)	1.0	LO	(b)(4)
9001AJ	R425	Funding in support of (TI-14.Q.07/NSWC Crane/Non FAR Based Support). Note: De-obligated (b)(4) on MOD 32 May 18 2016 Note: De-obligated (b)(4) on MOD 36 previous amount (b)(4) the new balance is (b)(4) Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)	1.0	LO	(b)(4)
9001AK	R425	ODC's funding in support of (TI-14.Q.11/NSWC Crane/S&T Division). De-obligated (b)(4) on MOD 32 May 18, 2016 (WCF)	1.0	LO	(b)(4)
9001AL	R425	Funding in support of TI-14.P.02 (Public Affairs Office/Microelectronics Integrity Meeting (MIM). (WCF)	1.0	LO	(b)(4)
9001AM	R425	ODC funding in support of TI-14.P.02/Public Affairs Office/EA-6B Ceremony. Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)	1.0	LO	(b)(4)
9001BR	R418	ODC funding in support of TI-14.O.01, Office of Counsel, Patent Prosecution Support. (WCF)	1.0	LO	(b)(4)
9100	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 ODC Surge. See Notes B & D. (Fund Type - TBD)	1.0	LO	(b)(4)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 17 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 ODC. See Notes B & D. MOD 44 moved (b)(4) from CLIN 9200 to CLIN 9000, decreasing the value of CLIN 9200 from (b)(4) by (b)(4) to (b)(4) (Fund Type - TBD)	1.0	LO	(b)(4)
9201					(b)(4)
9201AA	R425	Funding in support of TI.15.P.02 ODC (NSWC Crane/Public Affairs Office Support). Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 48. (WCF)	1.0	LO	(b)(4)
9201AB	R425	Funding in support of TI.15.Q.07 ODC (NSWC Crane/S&T Support). (WCF)	1.0	LO	(b)(4)
9201AC	R425	Funding in support of TI.15.Q.09 ODC (NSWC Crane/S&T Support). Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)	1.0	LO	(b)(4)
9201AD	R425	Funding in support of TI.15.Q.09 ODC (NSWC Crane/S&T Support). Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is \$0.00. (WCF)	1.0	LO	(b)(4)
9201AE	R425	Funding in support of TI.15.Q.11 ODC (NSWC Crane/S&T Support). Note: De-obligated (b)(4) on MOD 33 Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) Deobligated (b)(4) from (b)(4) to (b)(4) on MOD 49. (WCF)	1.0	LO	(b)(4)
9201AF	R425	Funding in support of TI.15.O.01 ODC (NSWC Crane/Patent Prosecution Support). (WCF)	1.0	LO	(b)(4)
9201AG	R425	Funding in support of TI-15.Q.07 ODC (NSWC Crane/S&T Division) Note: De-obligated (b)(4) on MOD 33 Note: De-obligated (b)(4) on MOD 46 January 5, 2017 the previous amount was (b)(4) the new balance is (b)(4) (WCF)	1.0	LO	(b)(4)
9201AH	R708	Funding in support of TI-15.P.01 ODC (NSWC Crane/ PAO Support / Local Travel) (WCF)	1.0	LO	(b)(4)
9201AJ	R418	Funding in support of TI-15.O.01 ODC (NSWC Crane/ Office of Counsel /Patent Drawings-File Wrappers-Postage and Training Folders ONLY) Note: De-obligated (b)(4) on MOD 43 changing the funded amount from (b)(4) by (b)(4) to (b)(4) (WCF)	1.0	LO	(b)(4)
9300	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 ODC Surge. See Note B & D. (Fund Type - TBD)	1.0	LO	(b)(4)
9400	R425	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 3 ODC. See Notes B & D. On modification number, thirty-five (35) a total of (b)(4) dollars were moved from CLIN's 6000, 6100, 9000, 9100, 9200, and 9300 to CLIN 9400 to extend Task Order N00178-04-D-4078 FC03 for 12 months the New PoP will be from July 02, 2016 to July 1, 2017. (Fund Type - TBD)	1.0	LO	(b)(4)
9401		Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 3 ODC. See Notes B & D. On modification number, thirty-five (35) a total of (b)(4) dollars were moved from CLIN's 6000, 6100, 9000, 9100,			(b)(4)



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 18 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		9200, and 9300 to CLIN 9400 to extend Task Order N00178-04-D-4078 FC03 for 12 months the New PoP will be from July 02, 2016 to July 1, 2017.			
9401AA	R422	Funding in support of TI-16.P.01 ODC (NSWC Crane/PAO). (WCF)	1.0	LO	(b)(4)
9401AB	R799	Funding in support of TI-16.Q.07 ODC (NSWC Crane/ Science and Technology Branch/NoN FAR Based Agreement Support). Deobligated (b)(4) from (b)(4) to \$0.00 on MOD 50. (WCF)	1.0	LO	(b)(4)
9401AC	U008	Funding in support of TI-16.Q.09 ODC (NSWC Crane/ Science and Technology/STEM Support). (WCF)	1.0	LO	(b)(4)
9401AD	R418	Funding in support of TI-16.Q.11 ODC (NSWC Crane/ Science and Technology/Patent Commercialization and Technology Transfer). (WCF)	1.0	LO	(b)(4)
9401AE	R425	Funding in support of TI-16.P.02 ODC (NSWC Crane/ PAO). (WCF)	1.0	LO	(b)(4)
9401AF	R422	Funding in support of TI-16.P.02 ODC (NSWC Crane/Public Affairs Office Support) (WCF)	1.0	LO	(b)(4)
9401BD	R498	Funding in support of TI-16.Q.11 ODC (Missile Defense Agency (MDA) Science and Technology/Technology Transfer Division/Material and Process Oversight/IEB/Patent and IP support). Deobligated (b)(4) from (b)(4) to \$0 on MOD 50. (Fund Type - OTHER)	1.0	LO	(b)(4)
9401BK	R418	ODC funding in support of TI-16.O.01, Office of Counsel, Patent Prosecution Support (WCF)	1.0	LO	(b)(4)
9401BL	R425	Funding in support of TI-16.Q.03, ODC for travel to provide support of NSWC Crane Program Management. (RDT&E)	1.0	LO	(b)(4)
9401BM	R425	Funding in support of TI-16.Q.9, in support of the S&T Division. (WCF)	1.0	LO	(b)(4)

#### NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is 47,030 man-hours per year, with the mix recommended in Attachment 9 in Section J. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

#### NOTE B: OPTION

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

#### NOTE C: SURGE

If the Government determines that an increased LOE is required, the Government reserves the right to exercise "surge" option CLINs for additional hours in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE may be re-aligned under labor CLINs for each task identified in the SOW. The Government estimate is 4,703 Surge Base year 1 man-hours, 4,703 Surge option year 2 man hours, and 4,705 Surge option year 3 man hours (10% of yearly labor hours) for labor surge option items. Offerors should propose surge options using a weighted average loaded labor rate (WALLR) applied to the surge CLIN hours. All surge labor CLINs should be proposed as CPFF, and is not to exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC).

Note: WALLR is calculated by dividing total proposed labor costs by total proposed hours (including subcontractors). An

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 19 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

example can be found as Attachment 10 in section J.)

#### **NOTE D: OTHER DIRECT COSTS**

During the performance of this task order it may be necessary for the contractor to procure materials or equipment (hereafter referred to as "materials") to respond to the mission requirements listed in the Statement of Work. This task order is a service contract and the procurement cost of material, of any kind, that are not incidental to, and necessary for, the contract performance may be determined as unallowable costs pursuant to FAR Part 31.

-The term "material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item.

-The term "equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

-"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property.

Any material acquired by the contractor is subject to the requirements of the FAR and DFARS. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

The Government estimates total ODCs for this TO to be \$338,073. ODCs should be proposed as prescribed in Section L, paragraph 4.4.4.

#### **HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### **HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to (b)(4) percent ( %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 20 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### **HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)**

This entire contract is cost type.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 21 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 Scope

The objective of this Statement of Work (SOW) is for non-personal engineering and technical services for the operations at Naval Support Activity Crane (NSA Crane) in support of the Naval Surface Warfare Center (NSWC), Crane Division, Business and Project Operations Departments. The scope of this effort includes program management, data analysis, human resources, corporate communications, patent office coordination, strategic business planning, operations, metrics and program management support services, coordinate and maintain program documentation and databases, assist with defining and implementing strategic planning efforts, recommending business and market strategies, interface with customers, design technology roadmaps, and facilitate the science and technology program.

#### 1.1 Background

NSWC Crane provides comprehensive leadership and support for complex military systems spanning development, deployment and sustainment in three mission areas: Electronic Warfare/Information Operations, Strategic Missions, and Special Missions. NSWC Crane leverages its unique technical capabilities and those of industry partners to provide rapid response technical solutions to meet the mission of the warfighter. In rendering support to the identified tasks, outputs may take the form of information, advice, opinions, alternatives, analysis, reports, reports, evaluations, or recommendations to complement the Government's expertise required to accomplish its mission. The nature of this work shall, at times, require the contractor support personnel to be capable of quick response to stringent deadlines. The contractor is expected to deal with multiple assignments, changing priorities and be able to deal with a multitude of requirements that may arise.

#### 1.2 Applicable Paragraphs

This Task Order (TO) applies to the following **bolded** SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

Basic SOW Paragraph Task Requirements

- 3.1 Research and Development Support – N/A
- 3.2 Engineering, System Engineering, and Process Engineering – N/A
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support – N/A
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – N/A
- 3.5 System Design Documentation and Technical Data Support – N/A
- 3.6 Software Engineering, Development, Programming, and Network Support – N/A
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support – N/A
- 3.8 Human Factors, Performance, and Usability Engineering Support – N/A
- 3.9 System Safety Engineering Support – N/A
- 3.10 Configuration Management (CM) Support – N/A
- 3.11 Quality Assurance (QA) Support – N/A
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support – N/A
- 3.13 Inactivation and Disposal Support – N/A
- 3.14 Interoperability, Test and Evaluation, Trials Support – N/A
- 3.15 Measurement Facilities, Range, and Instrumentation Support – N/A
- 3.16 Logistics Support – N/A
- 3.17 Supply and Provisioning Support – N/A
- 3.18 Training Support – N/A
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A
- 3.20 Program Support**
- 3.21 Functional and Administrative Support**
- 3.22 Public Affairs and Multimedia Support**

#### 2.0 Applicable Documents

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 22 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

The documents listed in this section are applicable to this SOW. This section may not include documents cited in other sections of this SOW or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned they must meet all specified requirements documents as cited in this SOW, whether or not they are listed. In the event of conflict between the documents referenced herein and the contents of the SOW, the contents of the SOW shall prevail:

## **2.1 Specifications – Mandatory Compliance – None Applicable**

## **2.2 Standards – Mandatory Compliance**

29 CFR 1910 OSHA Standard for General Industry

## **2.3 Other Publications and Regulations – None Applicable**

## **2.4 Instructions and Directives**

NSA CRANE INSTRUCTION 5100.13, Smoking and Tobacco Use  
OPNAVINST 5090.1B Environmental and Natural Resource Program Manual  
DoD INST 4145-26M Facilities Security  
DoD INST 5200-1R Information Security Program  
DOD Directive 8500.1, Information Assurance  
DoD 5220.22-M National Industrial Security Program  
NSWCCRANEINST 7320.1 Management of Personal Property, Plant and Minor Equipment  
SECNAVINST 5239.3B, Department of the Navy (DoN) Information Assurance Policy  
SECNAVINST 7320.10A Department of the Navy Personal Property Policies and Procedures  
SECNAVINST 5370.2J CH 1 Standards of Conduct and Government Ethics  
OPNAVINST 5100-23G Navy Occupational Safety and Health Program  
NSACRANEINST 11320.2 Fire Protection Manual  
NSWCCRANEINST 5510.1A, Information, Personnel and Industrial Security Manual  
NAVWPNSUPPCENINST 5910.1 Control of Contractor Personnel On-board NSW Center, Crane  
NSACRANEINST 5530.3 Antiterrorism Plan  
NSACRANEINST 11240.1 Management and Operation of Government Motor Vehicles  
NSWCCRANEINST 5530.1B Physical Security and Loss Prevention  
NSACRANEINST 11100.1A CH-1 NSA Crane Cold Weather/Snow/Ice Plan  
NSACRANEINST 11300.1A NSA Crane Energy Management Plan  
NSWCCRANEINST 5000.1 Contractor Verification System Process  
NAVWPNSUPPCENINST 11210-1L Center Operations during Inclement Weather  
NSWC Crane Note 12600 Observed Holidays and Closed Days  
OPNAVINST 5102.1C Mishap Investigation and Reporting  
ISO 9001:2000 Quality Program

## **3.0 Requirements**

- 3.1 Research and Development Support - Not applicable.
- 3.2 Engineering, System Engineering and Process Engineering Support – N/A
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support – N/A
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – N/A
- 3.5 System Design Documentation and Technical Data Support – N/A
- 3.6 Software Engineering, Development, Programming, and Network Support – N/A.
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support – N/A
- 3.8 Human Factors, Performance, and Usability Engineering Support – N/A
- 3.9 System Safety Engineering Support – N/A
- 3.10 Configuration Management (CM) Support – N/A
- 3.11 Quality Assurance (QA) Support – N/A
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support – N/A
- 3.13 Inactivation and Disposal Support – N/A
- 3.14 Interoperability, Test and Evaluation, Trials Support – N/A
- 3.15 Measurement Facilities, Range, and Instrumentation Support – N/A

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 23 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

3.16 Logistics Support – N/A

3.17 Supply and Provisioning Support – N/A

3.18 Training Support – N/A

3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A

### **3.20 Program Support**

#### **3.20.1 Strategic Business Planning**

3.20.1.1 The contractor shall support the development, review and update of NSWCrane Corporate, Division and Science & Technology (S&T) High-Level Future Strategic Business Plans throughout the organization. The contractor shall review existing market trend data, goals and objectives and provide update/change recommendations. As part of the Business Planning Division Team, the contractor shall perform an analysis and comparison of both the NAVSEA and NSWCrane Business Plans for the purpose of identifying NAVSEA objectives to be incorporated into the NSWCrane roadmapping structure and other strategic planning initiatives. The Contractor shall provide recommendations for improved alignment between NSWCrane, and NAVSEA business objectives.

3.20.1.2 The contractor shall provide specific expertise and experience in realignment programs and organizational restructuring. The contractor shall, as part of the Business Planning Division Team, consult with Command staff in support of organizational studies and realignment plans and provide recommendations for improvement. The contractor shall evaluate proposed realignments to ensure they meet Navy, NAVSEA and Warfighter requirements and resolve documented organizational deficiencies. Realignment studies shall be conducted as appropriate. The contractor shall participate in command Integrated Product Teams (IPTs) and business planning meetings as required.

3.20.1.3 Establish processes that effectively communicate the goals and objectives associated with the corporate initiatives as they relate to future market trends. Facilitate Department, Division, and Branch level strategic planning sessions. Coordinate the implementation of the initiatives of the business planning. Attend corporate planning meetings, collaborate with Business Planning Division team members and develop new strategic initiatives and developmental tools.

3.20.1.4 The contractor shall use existing Government Business Intelligence (BI) tools (e.g. Microsoft Office Suite, SAP, etc.) and identify and develop new methods and tools to recognize, develop, connect, establish and monitor Corporate Performance Management (CPM) metrics relating to the objectives established by the NSWCrane Strategic Business Plan. These methods and tools shall capture quality, quantitative, measurable, and demonstrable performance metrics in order to assess the activities performance for both internal and external requirements.

3.20.1.5 Data collection methods and tools shall be maximized and new ones developed to facilitate rapid, reliable, accurate, and automated collection of relevant performance data. The contractor shall be required to perform analysis on the collected data and put forth conclusions and recommendations.

3.20.1.6 Collect and analyze data and develop new tools. Identify CPM metrics required to meet each of the corporate objectives and implement the processes and methods to be used in capturing the data.

3.20.1.7 The contractor shall assist in development of rank-ordered business development schedule associated with prospective customers. Conduct market research and perform market gap/segment analyses. Research shall include identification of integration requirements, integration gaps and development of solution sets to address gaps.

3.20.1.7.1 Provide recommendations and guidance on use of Knowledge Management process and tools to support technology planning and market strategy.

3.20.1.7.2 Support the development of methodologies for further aligning NSWCrane with NAVSEA HQ, NSWCrane HQ and other NSWCrane field activities.

3.20.1.7.3 The contractor shall participate in requirements definition, top level design and integration planning and the development of the program's engineering plan, associated budget requirements, and program technical reviews.



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 24 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

3.20.1.7.4 Assist with strategic planning support to the leadership of NSWC Crane to those within various departments as requested, and serve as a complement to the senior leadership within the Department and who may have a need for the experience and insights associated with current political, legislative and DoD issues which have impact on the NSWC Crane future.

3.20.1.7.5 Support Department Leadership and senior managers on matters involving vision development, future plans and analyses of courses of action and methodologies by which to realize the challenges associated with this mission area.

3.20.1.7.6 Participate in senior level conferences and meetings which require the development of presentations and briefs to various Naval Warfighting Capabilities audiences (CDRL A003).

3.20.1.7.7 Participate and provide recommendations to the department leadership regarding evolving solutions across the warfare Enterprises as the relationships and demands of the department grow to include others within these communities.

### **3.20.2 Business Planning**

3.20.2.1 Planning Support - The Contractor shall provide qualified personnel to perform program and planning support to the Business Planning Division. Support shall include: developing and maintaining program/project plans, coordinating/securing meeting requirements with attendees on/off site, providing synopses of meetings, developing and giving presentations, developing and maintaining databases, establishing priorities and research and providing analysis reports, coordinating and providing data call responses, and evaluating and providing assessment of technical and non-technical program reports.

3.20.2.2 Meeting Support - The Contractor shall provide qualified personnel to attend meetings supporting strategic planning, business development, performance and risk management, BI, and program status reviews. Personnel shall attend such meetings to obtain information for use in accomplishing the tasks identified in the Technical Instruction (TI).

3.20.2.3 Business Plan Analysis - The Contractor shall perform an analysis and comparison of both, the NAVSEA and NSWC Crane Business Plans for the purpose of identifying NAVSEA objectives to be incorporated into the NSWC Crane Roadmapping Structure and other Strategic Planning Initiatives. The Contractor shall provide recommendations and a roadmap process to connect vision, values, and objectives with strategic actions that are required to achieve those objectives for improved alignment between NSWC Crane, and NAVSEA.

3.20.2.4 Business Plan Management - The contractor shall support the development, review, processing and management of NSWC Crane business planning processes and other activities. The contract shall coordinate planning efforts and take action items in regards to NSWC Crane organizational activities.

3.20.2.5 Business Case Development - The contractor shall provide Business Case Analysis support focusing on reducing the costs of the service and support in order to provide the warfighter optimum support. In conjunction with, and as assigned by the Business Planning Division Team, the contractor shall define cost and support reduction issue candidates by establishing an objective for the analysis. The data required to meet the objective of the analysis shall be identified, classified and collected. The data shall be evaluated and analyzed to address the objective of the cost study and to develop findings which specifically relate the data to the objective. These studies shall serve to justify various projects and initiatives set forth by the NSWC Crane Business Planning Division.

The Business Case Analyses shall include, but not be limited to:

- Executive Summary
- Historic/Situational Assessment
- Project Description
- Solution Overview
- Solution Detail
- Solution Alternatives
- Costs
- Benefits
- Implementation
- Timeline

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 25 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Risk Assessment  
SWOT Analysis  
Conclusions/Recommendations

3.20.2.6 The Contractor shall conduct studies to determine the combined readiness, i.e. knowledge, skills and abilities from major companies supporting NSWC Crane to determine their products, offerings, services, mission and goals.

3.20.2.7 The Contractor shall identify various Strategic Planning tools to be used in the development of objectives relating to the Corporate Planning & Business Operations Department, supporting the NAVSEA Business Plan, NSWC Crane Business Plan, Technology Roadmapping, NSWC Crane Small Business Innovative Research (SBIR) Program, Academia Partners, and emergent technologies within Private Industry.

3.20.2.8 The Contractor shall facilitate the development of NSWC Crane Roadmaps for various Codes throughout NSWC Crane. This support shall include developing a Roadmap plan for each effort and achieving the specified requirements to build the roadmaps. The individual roadmaps shall be integrated into the NSWC Crane Master Roadmap Plan, wherein alignment between NAVSEA and Crane business objectives converge. To ensure effectiveness, the contractor shall perform on-going assessments and provide recommendations for continued improvement.

3.20.2.9 The Contractor shall facilitate workshops for each effort. The workshops shall focus on the introduction to roadmapping; facilitate discussion regarding objectives of business units and Crane corporate; rank-ordered business objective schedule; matrix outlining roadmaps required to produce strategic guidance for each specified business objective; correlation and interfacing of all roadmaps; and establishing ownership and responsibilities within the roadmapping team.

### **3.20.3 Business Operations**

3.20.3.1 The contractor shall use existing Government BI tools and identify and develop new methods and tools to recognize, develop, connect, establish and monitor Corporate Performance Management (CPM) metrics relating to the objectives established by the NSWC Crane Strategic Business Plan. These methods and tools shall capture quality, quantitative, measurable, and demonstrable performance metrics in order to assess the activities performance for both internal and external requirements.

3.20.3.2 Enterprise Project Management System (EPMS) The contractor shall pilot and implement corporate project management through the standard EPMS software application. Recommend implementation strategy of EPMS at Crane Division through participation on Warfare Center level teams and active involvement in system modification and deployment initiatives.

3.20.3.2.1 Offers advice and guidance related to integration of project management with strategic and business planning initiatives and coordinates with the Comptroller on financial system interfaces.

3.20.3.2.2 Provides education and training to experienced and newly selected project managers regarding; EPMS, Earned Value Management, Project Tracking and Execution, Customer Communication and Relationship Management, and Project Reporting.

3.20.3.3 The contractor shall manage, administer, and enhance the application of BI tools. Support the identification of new technology and trends that can enhance the organizations ability to enable external and internal customer relationships. Support Crane in managing Small Business sources and connecting those sources to Crane and it customer's requirements. Support Crane with internal processes and technology solutions to more effectively and efficiently accomplish its goals.

### **3.20.4 Program Management**

3.20.4.1 The Contractor shall provide program management support by attending briefings, developing briefing materials and participating in the meeting. The Contractor shall generate and distribute meeting agendas and publish minutes and action items from the meetings (CDRL A003).

3.20.4.2 Planning Support - The Contractor shall provide qualified personnel to perform program and planning support. Support shall include: developing and maintaining program/project plans, coordinating/securing meeting



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 26 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

requirements with attendees on/off site, providing synopses of meetings, developing and giving presentations, developing and maintaining databases, establishing priorities and research and providing analysis reports, coordinating and providing data call responses, and evaluating and providing assessment of technical and non-technical program reports. (CDRL A001 and CDRL A002)

3.20.4.3 Meeting Support - The Contractor shall attend meetings supporting strategic planning, business operations, performance and risk management, BI, S&T programs, design reviews, technical meetings, user conferences, and program status reviews. As a result of attendance, the Contractor shall prepare a report for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews associated with the Science and Technology Programs. This task entails arranging and securing adequate facilities (government or contractor), preparing briefing materials, developing and distributing agendas and minutes. (CDRL A003)

3.20.4.4 The contractor shall conduct administrative, financial, and technical management functions of project planning; forecasting; proposing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (Status Reviews, Management Reviews, Technical Interchange Meetings, Pilot Requirements Reviews, Pilot Design Reviews, and Technology Transfer/Transition Plan Reviews); describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project.

### **3.21 Functional and Administrative Support**

3.21.1 The contractor shall perform administrative, financial, and technical management functions in support of project planning; forecasting; providing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (e.g., Status Reviews, Management Reviews, Technical Interchange Meetings, Pilot Requirements Reviews, Pilot Design Reviews, Technology Transfer/Transition Plan Reviews, Work With Private Party (WWPP), S&T Agreements, Science and Technology Opportunity Working Group (STO WG), Science, Technology, Engineering, and Math (STEM), Alternative Funding Opportunities), University/Academia liaison; describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project.

#### **3.21.2 Meeting Assistance**

3.21.2 .1 Alignment review meetings shall be held annually at a minimum. These annual meetings shall include contractor, the impacted system/repair process management, and other interested parties. These meetings shall be held to assess results of Lean, Six Sigma, and Theory of Constraints implementation efforts, as well as to ensure that current efforts are in alignment with NSWC Crane management's Continuous Improvement vision. Changes to the efforts or vision may result, if necessary, from these meetings. The meetings shall be held at the site location at NSWC Crane, Crane, IN.

3.21.2 .2 The Contractor shall provide qualified personnel to attend meetings supporting operational assessments visits to other DOD commands, Task Force Lean (TFL) events, and program status reviews. Personnel shall attend such meetings to obtain information for use in accomplishing the tasks identified in the TI.

3.21.2.3 Meeting Support - The Contractor shall attend meetings supporting strategic planning, business development, performance and risk management, BI, S&T programs, design reviews, technical meetings, user conferences, and program status reviews. As a result of attendance, the Contractor shall prepare a report for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews associated with the Science and Technology Programs. This task entails arranging and securing adequate facilities (government or contractor), preparing briefing materials, developing and distributing agendas and minutes. (CDRL A003)

#### **3.21.3 Data Management**

The contractor shall coordinate, compile, and enter required performance related data into various reports, analyze the data and make recommendations on implementation improvement areas, techniques and processes. The contractor shall use statistical techniques for process analysis and data analysis to derive cost reductions and potential savings

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 27 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

through implementation of recommended changes. The contractor shall manage and maintain the CPA CI reference library to ensure that all NAVSEA TFL requirements are met in the preparation and execution of the NSWC Crane TFL event.

3.21.3.1 The contractor shall coordinate the annual development process of the Crane Innovation Portfolio (Science and Technology Annual Report). This includes working with the Chief Technology Officer (CTO), STO WG Chairs, S&T Division, Office of Counsel and any other applicable codes to insure accurate content. (CDRL A001 and A002).

3.21.3.2 The contractor shall maintain and continuously improve the S&T Alternative Funding Spreadsheet. This spreadsheet provides detailed information of known funding opportunities and programs for technology research, development and transition. The spreadsheet is to be updated continuously throughout the year with a deliverable due annually. (CDRL A001 and A002).

3.21.3.3 The contractor shall coordinate, compile and enter all WWPP data into various reports analyze the data and make recommendations on implementation improvement areas, techniques and processes (e.g., templates, agreements tracking, metrics, instruction, policy). (CDRL A001 and A002).

3.21.3.4 Contractor shall coordinate, compile and submit a monthly CTO newsletter that showcases monthly activity from the S&T Division.

#### **3.21.4 NSWC Crane, Office of Counsel (Patent Execution)**

3.21.4.1 Invention Evaluation Board (IEB) - The Contractor shall support the NSWC Crane, Office of Counsel Patent Execution staff by coordinating IEB meetings, monthly schedule, publicize to participants and potential inventors, coordinate schedules, prepare IEB forms. Conduct IEB meetings, facilitate meeting, call inventors forward, distribute IEB review packages to include Navy invention disclosure form, IEB brief sheet, commercial potential report, decision forms, and collect signatures. Post IEB processing, Intellectual Property Management Information System (IPMIS), signature forms, inventor notification, awards processing, patent attorney turnover, hanging file/file wrapper preparation.

3.21.4.2 Patent Prosecution – The Contractor shall support the NSWC Crane, Office of Counsel Patent Execution staff by preparing patent application shells, preparing patent application files, sending patent drawings to contractors for preparation of formal drawings, prepare Information Disclosure Statements (IDS), prepare office action response shells, prepare docketing of all patent prosecution events, prepare issue fee filing, prepare maintenance fee scheduling, prepare royalty payment forms, and prepare correspondence for patent program. Contractor shall process the legal aspect of the patent process for approximately 100 inventions per year.

#### **3.21.5 Human Resources**

3.21.5.1 The contractor shall support the NSWC Crane HR Organization. This includes the coordination, compiling, and analysis of related data into various reports and recommendations on implementation improvement areas, techniques and processes for the following HR functions: Recruitment and Selection, Position Classification, HR Regulations and Policy Review, Writing of HR Instruction and Standard Operating Procedures, HR Awards Programs, DEMO and Performance Systems Guidance, Works Compensation Program and the Telework and Wellness programs.

### **3.22 Public Affairs and Multimedia Support**

#### **3.22.1 Public Relations**

3.22.1.1 The contractor shall coordinate tours at NSWC Crane for off station visitors. These tours shall include scheduling visits at various buildings/departments located at NSWC Crane. The contractor shall coordinate a tour guide for each occurrence. The number of scheduled tours shall not exceed three (3) per week.

3.22.1.2 The contractor shall design and develop Command Awards IAW government provided design criteria delivered for each as GFI. The awards may include, but not be limited to, plaques, certificates of appreciation, and custom mounted trophy awards, etc to recognize an employee or Team Crane organizational element.

3.22.1.3 The Contractor shall provide personnel to attend meetings and/or trade shows associated with the scope of

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 28 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

this SOW. The Contractor shall procure, prepare and set up displays and materials for the Corporate Communications Office and the Science and Technology Division at various off site locations.

3.22.1.4 The contractor shall develop, prepare and edit briefings, covers, brochures, presentations and posters for distribution to NSWC Command personnel.

3.22.1.5 The contractor shall review, edit, and incorporate articles into the local military and civilian news publications that cover command level and S&T efforts. The Government representative shall approve for final print/distribution.

3.22.1.6 The contractor shall develop text based articles and graphical publication materials for distribution to NSWC Command personnel. This publication shall be in the form of communication media (such as magazine, newsletter, etc) including color text, graphics and pictures. On occasion, this support shall extend to the areas photography and video support to capture various events on film or video tape.

3.22.1.7 The contractor shall provide Organizational, Building, Conference and Symposia support by providing and setting up displays as well as event coordination.

3.22.1.8 The contractor shall design 3-D graphic design full layout posters, brochures and media bulletins and develop interactive video presentations showcasing command level and S&T activities using compact disks.

3.22.1.9 Database Development shall be provided for the organization of graphic design files such as but not limited to graphics and soft copy documents.

#### **4.0 Government Furnished Property**

4.1 Government Furnished Information (GFI). All Government furnished information shall be specified in the individual TI. All GFI is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Contracting Officer, except as required for the specific performance of tasks under this contract. The contractor shall receive and maintain custody of any GFI provided during the course of the performance of this effort. Off base contractors may periodically be required to perform work at NSWC, Crane to gain access to files and other information required for the accomplishment of the tasks set forth in this SOW. GFI shall be provided as required or at the request of the contractor.

4.2 Government Furnished Material (GFM). All GFM shall be specified in the individual TI. GFM shall be provided when the contractor has a requirement for special or specific Government material per individual tasking.

4.3 Government Furnished Equipment (GFE). Contractor personnel at NSWC Crane shall be authorized access to NMCI owned/Government owned equipment, which shall be utilized during the performance of tasks stated in this TO. All GFE shall be specified in the individual TI.

4.4 Government Furnished Facilities (GFF). For work required to be performed within NSWC Crane, the Government may provide office space, furnishings including desk, chair, computer, computer peripherals, copier and fax access, telephone, and other NMCI approved hardware on a non-interfering basis at NSWC Crane to provide the support outlined in the SOW. The Government shall be responsible for all NMCI access costs for contractors working on Government site. This does not include equipment identified to provide reasonable accommodation to contractor personnel. Contractor personnel at NSWC Crane may be required to periodically relocate as office areas are moved to conform to re-organizations within the NSWC Crane Division or continuous improvement process changes to improve efficiency.

The Government will provide the contractor necessary access to Government personnel with functional and business process expertise and management information required to perform the tasks outlined herein. The Government will provide necessary access to information systems and databases required to complete the tasks outlined herein. The Government will provide support required allowing necessary contractor access to facilities. Contractor shall assure that personnel offered to provide services meet security clearance requirements, if any, necessary to perform the tasks.

4.5 Return of Government Furnished Items. Unless consumed during contract performance, all GFI, GFE, and GFM provided to or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 29 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

**5.0 Data Deliverables-** All deliverables shall be submitted as required by the DD 1423, Contract Data Requirements List (CDRL).

CDRL: A001

DID Number: DI-MISC-80508B

DID Title: Technical Report-Study Services

Applicable SOW Para: 3.20.4.2, 3.21.3.1-3

CDRL: A002

DID Number: DI-MISC-80508B

DID Title: Technical Report-Study Services

Applicable SOW Para: 3.20.4.2, 3.21.3.1-3

CDRL: A003

DID Number DI-ADMN-81373

DID Title: Presentation Material

Applicable SOW Para: 3.20.1.7.6, 3.20.4.3, and 3.21.2.3

CDRL: A004

DID Number: DI-FNCL-80331A

DID Title: Funds and Man-hours Expenditure Report (Red-Yellow-Green Report)

Applicable SOW Para: 3.0

CDRL: A005

DID Number: DI-MGMT-80227

DID Title: Contracting Officer's Management Report (Monthly Management Report)

Applicable SOW Para: 3.0

CDRL: A006

DID: Number: DI-MGMT-81834A

DID Title: Contractors Personnel Roster

Applicable SOW Para: 3.0

CDRL: A007

DID: Number: DI-ADMIN-81505

DID Title: Report, Record of Meeting/Minutes

Applicable SOW Para: 3.0

CDRL: A008

DID: Number: DI-MISC-80508B

DID Title: Technical Report-Study/Service

Applicable SOW Para: 3.0

## **6.0 Special Conditions**

### **6.1 Security**

Performance on this TO will require contractor employees to have access to classified information up to and including the SECRET level. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected IAW accordance with the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 30 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Citizenship is required for all positions.

## **6.2 Travel**

### **6.2.1 Travel Requirements**

The Contractor may be required to travel CONUS. All travel requests for Contractor's travel will be authorized by a COR approved Travel Authorization unless the required travel is specified within the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip (CDRL A005).

### **6.2.2 Travel Authorization**

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

### **6.2.3 Need-to-Know Certification**

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

## **6.3 Contracting Officer's Representative (COR)**

The COR is the point of contact for non-substantiative communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s). The COR is identified in Section G.

## **6.4 Requiring Technical Activity (RTA)**

The RTA contacts are Functional Managers, Task Managers, and project leads which will be identified in individual TIs.

## **6.5 Funding**

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN.

## **6.6 Safety and Health**

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

## **6.7 Hazardous Materials**

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

## **6.8 Control of Contractor Personnel**

The Contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 31 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

contract, the contractor shall provide a list of employees that will be working on site (CDRL A005).

## **6.9 Identification Badges**

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Contracting Officer's Representative (COR) within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge.

## **6.10 Accident Reporting**

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

## **6.11 Smoking Regulations**

Smoking on Government property shall be in approved areas only in accordance with NAVFAC P 1021. Smoking in vehicles is prohibited.

## **6.12 Release of Information**

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

## **6.13 Privacy Act**

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

## **6.14 Damage Reporting**

The Contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

## **6.15 Non-Personal Services**

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

## **6.16 Investigations**

Contractor employees shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

## **6.17 Government Observations**

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 32 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

operations. Efforts will be made to minimize the degree of disturbance on Contractor performance

#### **6.18 Work Area Cleanliness**

The Contractor shall be responsible for the orderliness and cleanliness of all Government controlled areas being used by the contractor for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

#### **6.19 Key Control**

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

#### **6.20 Hours of Operation**

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for Contractor on-site personnel and the Contractor's liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal government workdays, Monday through Friday. The contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

##### **6.20.1 Compressed Work Schedule**

The Contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions.

##### **6.20.2 Flextime**

The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions

##### **6.20.3 Closed Days**

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

##### **6.20.3.1 Inclement Weather**

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 33 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

#### 6.20.3.2 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

#### 6.21 Continuous Improvement

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

#### 6.22 Information Non-Disclosure

Contractor personnel may be required, from time to time, to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

#### 6.23 Licenses, Certifications, and Training

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, contractor sponsored and conducted at vendor facilities.

##### 6.23.1 Special Qualifications

The government requires the following mandatory training be completed annually to access government facilities, equipment or information systems or information. After contract award, the mandatory training classes shall be made available to contractor personnel with an NMCI connection:

- Suicide Prevention
- Quality Awareness
- Information Assurance Awareness
- Trafficking in Person
- Operations Security (OPSEC)
- Environmental Management System Awareness
- Telecommunications Awareness
- Prevention of Sexual Harassment Training
- Environmental Awareness
- Hazardous Electromagnetic Order (Hero)
- Anti Terrorism



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 34 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Network Security Awareness  
Corp Communications  
Security Awareness

#### **6.24 Existing Conditions**

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

#### **6.25 Data Rights**

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

#### **6.26 Use of Government Vehicles/Material Handling Equipment**

Contractor may be required to drive Government owned/leased vehicles on-site at NSWC Crane in performance of their duties. Authorization to drive Government owned/leased vehicles will be specifically authorized when applicable. All contractor personnel operating Government vehicles shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

#### **6.27 Contractor Identification**

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

#### **6.28 Contractor Acquired Property (CAP)**

Any material purchased by the contractor for the use or on behalf of the Government will become the property of the Government at the conclusion of the TO. The transfer of materials shall be documented by the contractor in addition to an accounting of all materials consumed during the performance of individual elements of the TO. The contractor shall furnish the Government a copy of such documents identifying the materials consumed on a monthly basis. At the conclusion of performance for this effort, all remaining CAP shall be delivered to the Government.

#### **6.29 Periodic Progress Meetings**

The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

#### **6.30 Continuous Improvement**

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 35 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

### 6.31 Skills and Training

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

### 6.32 Post Award Meetings

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at NSWC Crane Bldg. 64 Highway 361 Crane, IN 47522.
- (b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.
- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.
- (d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

### 6.33 Accounting System Adequacy

- (a) FAR 16.301-3(a)(1) requires that a contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Defense Contract Audit Agency (DCAA).
- (b) This requirement applies equally to the prime contractor as well as their subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.
- (c) The prime contractor is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require subcontractors to include a copy of DCAA's most recent review/approval letter as part of their proposal detail. Proposal statements that the accounting system "has been approved" will not be accepted; a copy of DCAA's letter is required.
- (d) The prime contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

### 6.34 Enterprise-wide Contractor Manpower Reporting Application

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

## 7.0 Place of Performance

Work shall be performed at Naval Surface Warfare Center Crane, Indiana or at contractor facilities. Contractor facilities shall be within a 50 mile radius of NSWC Crane. Individual TI's will indicate whether government work space is available for work being performed. Special tasking may allow work to be performed at a facility otherwise identified; and will be approved by the Contracting Officer, if applicable. For work required to be performed outside NSWC Crane work areas, the contractor will be solely responsible for the necessary equipment and access costs. It is anticipated that contractors working off-site may be required to attend meetings at NSWC Crane on a weekly basis.

Due to the business sensitive nature of the information that will be available to the contractor during performance, co-location in non-government provided facilities (including telework sites) with contractor personnel, that are not a

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 36 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

part of the teaming agreement under this TO, is prohibited without written consent from the Contracting Officer.

## **8.0 Performance Standards**

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) attached hereto. Performance standards are required to be met for each of the identified Task Requirements.

### **HQ C-1-0001 DATA REQUIREMENTS (NAVSEA)(SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit 1, attached hereto.

### **HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

### **HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 37 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed (b)(4) in response to NAVSEA Solicitation N00024-13-R-3046.

(b) The (b)(4) and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 38 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 39 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

**HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (APR 2015)**

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Defense Logistics Agency (DLA) Document Services of February 8, 2006

(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;

(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the DLA Document Services in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives, camera-ready copies or digital media (CD/DVD)) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DLA Document Services and with the designated Contract Administration Office for printing and binding which shall include:

(i) Citation of contract number;

(ii) Security classification of materials to be printed;

(iii) Establishment of a schedule for printing, including estimated delivery date to DLA Document Services;

(iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DLA Document Services;

(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee)

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DLA Document Services or the GPO are managed in accordance with DODD 5200.32. Contact the

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 40 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

appropriate DLA Document Services location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DLA Document Services. All transportation charges are paid to DLA Document Services or a contract printer designated by DLA Document Services.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print or digital media (CD/DVD) of the diagram to the DLA Document Services with a guide indicating the color of each line. DLA Document Services, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DLA Document Services will correct any errors and print the corrected composite diagram.

(4) DLA Document Services will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DLA Document Services will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DLA Document Services will pack and ship the material used for printing to the DLA Document Services, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DLA Document Services in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DLA Document Services to date of shipment of printed material from DLA Document Services.

#### Minimum number of working

#### Printing

#### Days required by DAPS

Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

### **MANDATORY REQUIREMENTS**

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of task order performance. In addition, mandatory requirements must be maintained through the life of the task order. The mandatory requirements are as follows:

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 41 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

**Requirement 1 - Facility/Workforce Location.** The contractor's primary facility for this effort shall be located within 50 miles commuting distance to NSA Crane.

**Requirement 2 - Organization Conflict of Interest (OCI) Certification/Mitigation Plan.** The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

**CNIN-NOTICE-0003 Enterprise-wide Contractor Manpower Reporting Application (ECMRA) (NOV 2013)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services under this contract for the Naval Surface Warfare Center, Crane Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 42 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
  - (Name of Individual Sponsor)
  - (Name of Requiring Activity)
  - (City and State)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 43 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Item(s) 4999 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) provided as Attachment 5 in Section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 44 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	7/2/2013 - 7/1/2014
4001AA	4/3/2014 - 7/1/2014
4001AB	4/3/2014 - 7/1/2014
4001AC	4/3/2014 - 7/1/2014
4001AD	4/18/2014 - 7/1/2014
4001AE	4/18/2014 - 7/1/2014
4001AF	6/4/2014 - 7/1/2014
4001AG	6/18/2014 - 7/1/2014
4001AH	8/2/2013 - 7/1/2014
4001AJ	8/2/2013 - 7/1/2014
4100	7/2/2013 - 7/1/2014
6000	7/2/2013 - 7/1/2014
6001AA	4/3/2014 - 4/2/2015
6001AB	4/3/2014 - 7/1/2014
6001AC	4/18/2014 - 7/1/2014
6001AD	6/4/2014 - 7/1/2014
6001AE	6/4/2014 - 7/1/2014
6100	7/2/2013 - 7/1/2014
7000	7/2/2014 - 7/1/2015
7001AA	7/2/2014 - 7/1/2015
7001AB	7/2/2014 - 7/1/2015
7001AC	7/2/2014 - 7/1/2015
7001AD	7/2/2014 - 7/1/2015
7001AE	7/2/2014 - 7/1/2015
7001AF	7/2/2014 - 7/1/2015
7001AG	7/2/2014 - 7/1/2015
7001AH	7/2/2014 - 7/1/2015
7001AJ	7/2/2014 - 7/1/2015
7001AK	7/2/2014 - 7/1/2015
7001AL	7/2/2014 - 7/1/2015
7001AM	7/2/2014 - 7/1/2015
7001AN	7/2/2014 - 7/1/2015
7001AP	7/2/2014 - 7/1/2015
7001AQ	8/11/2014 - 7/1/2015
7001AR	8/11/2014 - 7/1/2015
7001AS	8/11/2014 - 7/1/2015
7001AT	8/11/2014 - 7/1/2015
7001AU	8/11/2014 - 7/1/2015
7001AV	8/11/2014 - 7/1/2015
7001AW	8/11/2014 - 7/1/2015
7001AX	8/11/2014 - 7/1/2015

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 45 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7001AY	8/11/2014 - 7/1/2015
7001AZ	8/11/2014 - 7/1/2015
7001BA	8/11/2014 - 7/1/2015
7001BB	8/11/2014 - 7/1/2015
7001BC	8/11/2014 - 7/1/2015
7001BD	9/25/2014 - 7/1/2015
7001BE	9/25/2014 - 7/1/2015
7001BF	9/25/2014 - 7/1/2015
7001BG	9/25/2014 - 7/1/2015
7001BH	9/25/2014 - 7/1/2015
7001BJ	9/25/2014 - 7/1/2015
7001BK	11/21/2014 - 7/1/2015
7001BL	12/11/2014 - 7/1/2015
7001BM	4/20/2015 - 7/1/2015
7001BN	4/20/2015 - 7/1/2015
7001BP	5/4/2015 - 7/1/2015
7001BQ	5/27/2015 - 7/1/2015
7100	7/2/2014 - 7/1/2015
7200	7/2/2015 - 7/1/2016
7201AA	7/2/2015 - 7/1/2016
7201AB	7/2/2015 - 7/1/2016
7201AC	7/2/2015 - 7/1/2016
7201AD	7/2/2015 - 7/1/2016
7201AE	7/2/2015 - 7/1/2016
7201AF	7/2/2015 - 7/1/2016
7201AG	7/2/2015 - 7/1/2016
7201AH	7/2/2015 - 7/1/2016
7201AJ	7/2/2015 - 7/1/2016
7201AK	7/2/2015 - 7/1/2016
7201AL	7/2/2015 - 7/1/2016
7201AM	7/2/2015 - 7/1/2016
7201AN	7/2/2015 - 7/1/2016
7201AP	7/2/2015 - 7/1/2016
7201AQ	8/13/2015 - 9/30/2015
7201AR	9/25/2015 - 7/1/2016
7201AS	10/15/2015 - 7/1/2016
7201AT	1/4/2016 - 7/1/2016
7201AU	1/4/2016 - 7/1/2016
7201AX	3/17/2016 - 7/1/2016
7201AY	3/17/2016 - 7/1/2016
7201AZ	3/17/2016 - 7/1/2016
7201BA	3/17/2016 - 7/1/2016
7201BB	3/17/2016 - 6/20/2016
7201BC	5/18/2016 - 7/1/2016
7201BD	5/18/2016 - 7/1/2016
7201BE	6/17/2016 - 7/1/2016

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 46 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7300	7/2/2015 - 7/1/2016
7400	7/2/2016 - 7/1/2017
7401AA	7/2/2016 - 7/1/2017
7401AB	7/2/2016 - 7/1/2017
7401AC	7/2/2016 - 7/1/2017
7401AD	7/2/2016 - 9/30/2016
7401AE	7/2/2016 - 7/1/2017
7401AF	7/2/2016 - 7/1/2017
7401AG	7/2/2016 - 7/1/2017
7401AH	7/2/2016 - 7/1/2017
7401AJ	7/2/2016 - 7/1/2017
7401AK	7/2/2016 - 7/1/2017
7401AL	7/2/2016 - 7/1/2017
7401AM	7/2/2016 - 7/1/2017
7401AN	7/8/2016 - 7/1/2017
7401AP	8/1/2016 - 8/31/2016
7401AQ	8/4/2016 - 12/31/2016
7401AR	8/25/2016 - 7/1/2017
7401AS	8/25/2016 - 7/1/2017
7401AT	8/25/2016 - 7/1/2017
7401AU	8/25/2016 - 7/1/2017
7401AV	9/22/2016 - 7/1/2017
7401AW	9/22/2016 - 11/30/2016
7401AX	9/22/2016 - 7/1/2017
7401AY	9/27/2016 - 7/1/2017
7401AZ	9/27/2016 - 7/1/2017
7401BA	10/20/2016 - 7/1/2017
7401BB	10/20/2016 - 7/1/2017
7401BC	10/20/2016 - 7/1/2017
7401BE	11/29/2016 - 7/1/2017
7401BF	12/19/2016 - 7/1/2017
7401BG	12/19/2016 - 7/1/2017
7401BH	1/19/2017 - 7/1/2017
7401BJ	1/19/2017 - 7/1/2017
7401BK	1/19/2017 - 7/1/2017
7401BL	3/1/2017 - 7/1/2017
7401BM	3/1/2017 - 7/1/2017
7401BN	3/1/2017 - 7/1/2017
7401BP	4/5/2017 - 7/1/2017
9000	7/2/2014 - 7/1/2015
9001AA	7/2/2014 - 7/1/2015
9001AB	7/2/2014 - 7/1/2015
9001AC	7/2/2014 - 7/1/2015
9001AD	8/11/2014 - 7/1/2015
9001AE	8/11/2014 - 7/1/2015
9001AF	8/11/2014 - 7/1/2015

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 47 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9001AG	9/25/2014 - 7/1/2015
9001AH	9/25/2014 - 7/1/2015
9001AJ	9/25/2014 - 7/1/2015
9001AK	11/21/2014 - 7/1/2015
9001AL	4/7/2015 - 7/1/2015
9001AM	5/4/2015 - 7/1/2015
9001BR	7/2/2014 - 7/1/2015
9100	7/2/2014 - 7/1/2015
9200	7/2/2015 - 7/1/2016
9201AA	7/2/2015 - 7/1/2016
9201AB	7/2/2015 - 7/1/2016
9201AC	7/2/2015 - 7/1/2016
9201AD	7/2/2015 - 7/1/2016
9201AE	7/2/2015 - 7/1/2016
9201AF	7/2/2015 - 7/1/2016
9201AG	1/13/2016 - 6/20/2016
9201AH	3/17/2016 - 7/1/2016
9201AJ	3/17/2016 - 7/1/2016
9300	7/2/2015 - 7/1/2016
9400	7/2/2016 - 7/1/2017
9401AA	7/2/2016 - 7/1/2017
9401AB	7/2/2016 - 7/1/2017
9401AC	7/2/2016 - 7/1/2017
9401AD	7/2/2016 - 7/1/2017
9401AE	7/2/2016 - 7/1/2017
9401AF	9/22/2016 - 7/1/2017
9401BD	11/7/2016 - 7/1/2017
9401BK	11/29/2016 - 7/1/2017
9401BL	4/5/2017 - 7/1/2017
9401BM	5/1/2017 - 7/1/2017

#### **CLIN - DELIVERIES OR PERFORMANCE**

#### **CLAUSES INCORPORATED BY REFERENCE**

<b><u>FAR</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.242-15	Stop-Work Order (Aug 1989) (Alt 1)	(Apr 1984)

#### **HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

The periods of performance for the following Items are as follows:

4000	7/2/2013 - 7/1/2014
------	---------------------

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 48 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

4001AA	4/3/2014 - 7/1/2014
4001AB	4/3/2014 - 7/1/2014
4001AC	4/3/2014 - 7/1/2014
4001AD	4/18/2014 - 7/1/2014
4001AE	4/18/2014 - 7/1/2014
4001AF	6/4/2014 - 7/1/2014
4001AG	6/18/2014 - 7/1/2014
4001AH	8/2/2013 - 7/1/2014
4001AJ	8/2/2013 - 7/1/2014
4100	7/2/2013 - 7/1/2014
6000	7/2/2013 - 7/1/2014
6001AA	4/3/2014 - 4/2/2015
6001AB	4/3/2014 - 7/1/2014
6001AC	4/18/2014 - 7/1/2014
6001AD	6/4/2014 - 7/1/2014
6001AE	6/4/2014 - 7/1/2014
6100	7/2/2013 - 7/1/2014
7000	7/2/2014 - 7/1/2015
7001AA	7/2/2014 - 7/1/2015
7001AB	7/2/2014 - 7/1/2015
7001AC	7/2/2014 - 7/1/2015
7001AD	7/2/2014 - 7/1/2015
7001AE	7/2/2014 - 7/1/2015
7001AF	7/2/2014 - 7/1/2015
7001AG	7/2/2014 - 7/1/2015
7001AH	7/2/2014 - 7/1/2015
7001AJ	7/2/2014 - 7/1/2015
7001AK	7/2/2014 - 7/1/2015
7001AL	7/2/2014 - 7/1/2015
7001AM	7/2/2014 - 7/1/2015
7001AN	7/2/2014 - 7/1/2015
7001AP	7/2/2014 - 7/1/2015
7001AQ	8/11/2014 - 7/1/2015
7001AR	8/11/2014 - 7/1/2015
7001AS	8/11/2014 - 7/1/2015
7001AT	8/11/2014 - 7/1/2015
7001AU	8/11/2014 - 7/1/2015
7001AV	8/11/2014 - 7/1/2015
7001AW	8/11/2014 - 7/1/2015
7001AX	8/11/2014 - 7/1/2015
7001AY	8/11/2014 - 7/1/2015
7001AZ	8/11/2014 - 7/1/2015
7001BA	8/11/2014 - 7/1/2015
7001BB	8/11/2014 - 7/1/2015
7001BC	8/11/2014 - 7/1/2015
7001BD	9/25/2014 - 7/1/2015

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 49 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7001BE	9/25/2014 - 7/1/2015
7001BF	9/25/2014 - 7/1/2015
7001BG	9/25/2014 - 7/1/2015
7001BH	9/25/2014 - 7/1/2015
7001BJ	9/25/2014 - 7/1/2015
7001BK	11/21/2014 - 7/1/2015
7001BL	12/11/2014 - 7/1/2015
7001BM	4/20/2015 - 7/1/2015
7001BN	4/20/2015 - 7/1/2015
7001BP	5/4/2015 - 7/1/2015
7001BQ	5/27/2015 - 7/1/2015
7100	7/2/2014 - 7/1/2015
7200	7/2/2015 - 7/1/2016
7201AA	7/2/2015 - 7/1/2016
7201AB	7/2/2015 - 7/1/2016
7201AC	7/2/2015 - 7/1/2016
7201AD	7/2/2015 - 7/1/2016
7201AE	7/2/2015 - 7/1/2016
7201AF	7/2/2015 - 7/1/2016
7201AG	7/2/2015 - 7/1/2016
7201AH	7/2/2015 - 7/1/2016
7201AJ	7/2/2015 - 7/1/2016
7201AK	7/2/2015 - 7/1/2016
7201AL	7/2/2015 - 7/1/2016
7201AM	7/2/2015 - 7/1/2016
7201AN	7/2/2015 - 7/1/2016
7201AP	7/2/2015 - 7/1/2016
7201AQ	8/13/2015 - 9/30/2015
7201AR	9/25/2015 - 7/1/2016
7201AS	10/15/2015 - 7/1/2016
7201AT	1/4/2016 - 7/1/2016
7201AU	1/4/2016 - 7/1/2016
7201AX	3/17/2016 - 7/1/2016
7201AY	3/17/2016 - 7/1/2016
7201AZ	3/17/2016 - 7/1/2016
7201BA	3/17/2016 - 7/1/2016
7201BB	3/17/2016 - 6/20/2016
7201BC	5/18/2016 - 7/1/2016
7201BD	5/18/2016 - 7/1/2016
7201BE	6/17/2016 - 7/1/2016
7300	7/2/2015 - 7/1/2016
7400	7/2/2016 - 7/1/2017
7401AA	7/2/2016 - 7/1/2017
7401AB	7/2/2016 - 7/1/2017
7401AC	7/2/2016 - 7/1/2017
7401AD	7/2/2016 - 9/30/2016



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 50 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7401AE	7/2/2016 - 7/1/2017
7401AF	7/2/2016 - 7/1/2017
7401AG	7/2/2016 - 7/1/2017
7401AH	7/2/2016 - 7/1/2017
7401AJ	7/2/2016 - 7/1/2017
7401AK	7/2/2016 - 7/1/2017
7401AL	7/2/2016 - 7/1/2017
7401AM	7/2/2016 - 7/1/2017
7401AN	7/8/2016 - 7/1/2017
7401AP	8/1/2016 - 8/31/2016
7401AQ	8/4/2016 - 12/31/2016
7401AR	8/25/2016 - 7/1/2017
7401AS	8/25/2016 - 7/1/2017
7401AT	8/25/2016 - 7/1/2017
7401AU	8/25/2016 - 7/1/2017
7401AV	9/22/2016 - 7/1/2017
7401AW	9/22/2016 - 11/30/2016
7401AX	9/22/2016 - 7/1/2017
7401AY	9/27/2016 - 7/1/2017
7401AZ	9/27/2016 - 7/1/2017
7401BA	10/20/2016 - 7/1/2017
7401BB	10/20/2016 - 7/1/2017
7401BC	10/20/2016 - 7/1/2017
7401BE	11/29/2016 - 7/1/2017
7401BF	12/19/2016 - 7/1/2017
7401BG	12/19/2016 - 7/1/2017
7401BH	1/19/2017 - 7/1/2017
7401BJ	1/19/2017 - 7/1/2017
7401BK	1/19/2017 - 7/1/2017
7401BL	3/1/2017 - 7/1/2017
7401BM	3/1/2017 - 7/1/2017
7401BN	3/1/2017 - 7/1/2017
7401BP	4/5/2017 - 7/1/2017
9000	7/2/2014 - 7/1/2015
9001AA	7/2/2014 - 7/1/2015
9001AB	7/2/2014 - 7/1/2015
9001AC	7/2/2014 - 7/1/2015
9001AD	8/11/2014 - 7/1/2015
9001AE	8/11/2014 - 7/1/2015
9001AF	8/11/2014 - 7/1/2015
9001AG	9/25/2014 - 7/1/2015
9001AH	9/25/2014 - 7/1/2015
9001AJ	9/25/2014 - 7/1/2015
9001AK	11/21/2014 - 7/1/2015
9001AL	4/7/2015 - 7/1/2015
9001AM	5/4/2015 - 7/1/2015

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 51 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9001BR	7/2/2014 - 7/1/2015
9100	7/2/2014 - 7/1/2015
9200	7/2/2015 - 7/1/2016
9201AA	7/2/2015 - 7/1/2016
9201AB	7/2/2015 - 7/1/2016
9201AC	7/2/2015 - 7/1/2016
9201AD	7/2/2015 - 7/1/2016
9201AE	7/2/2015 - 7/1/2016
9201AF	7/2/2015 - 7/1/2016
9201AG	1/13/2016 - 6/20/2016
9201AH	3/17/2016 - 7/1/2016
9201AJ	3/17/2016 - 7/1/2016
9300	7/2/2015 - 7/1/2016
9400	7/2/2016 - 7/1/2017
9401AA	7/2/2016 - 7/1/2017
9401AB	7/2/2016 - 7/1/2017
9401AC	7/2/2016 - 7/1/2017
9401AD	7/2/2016 - 7/1/2017
9401AE	7/2/2016 - 7/1/2017
9401AF	9/22/2016 - 7/1/2017
9401BD	11/7/2016 - 7/1/2017
9401BK	11/29/2016 - 7/1/2017
9401BL	4/5/2017 - 7/1/2017
9401BM	5/1/2017 - 7/1/2017

#### **HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 52 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

**All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.**

### CLAUSES INCORPORATED BY REFERENCE:

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (June 2012)

252.204-7006 Billing Instructions (OCT 2005)

### ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

### HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

---



---

### HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S  
REPRESENTATIVE:

ATTN: (b)(6)  
NAVSURFWARCENDIV, Crane  
300 Highway 361  
Crane, IN 47522  
Telephone No (b)(6)  
Email Address: (b)(6)

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

### HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

Procuring Contracting Officer (PCO):

ATTN: (b)(6)  
Building (b)(6), 300 Highway 361  
Crane, IN 47522-5001  
Email: (b)(6)  
Telephone No: (b)(6)

CONTRACT SPECIALIST

ATTN: (b)(6)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 53 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

NAVSURFWARCENDIV, Crane

300 Highway 361 Bldg. (b)(6)

Crane, IN 47522

Telephone No. (b)(6)

Email Address: (b)(6)

#### HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. The web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF.

Type of Document(s) (contracting officer check all that apply)

☐ Invoice (FFP Supply & Service)  
☐ Invoice and Receiving Report Combo (FFP Supply)  
☒ Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)  
☐ Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection & Acceptance Locations  
 (Contracting Officer complete appropriate information as applicable)

Issue DODAAC: N00164

Admin DODAAC: S3915A

Pay Office DODAAC: GQ0337

Inspector DODAAC: N/A

Service Acceptor DODAAC: N00164

Service Approver DODAAC: N00164

Ship To DODAAC: N/A

DCAA Auditor DODAAC: HAA721

LPO DODAAC: N/A

Inspection Location: N/A

Acceptance Location: N/A

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 54 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting officer Representative; or other methods agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted to WAWF.

Send Additional Email Notification To:  
Contracting Officer Representative (COR):

(b)(6)  
Telephone No (b)(6)  
Email Address: (b)(6)

\*AND a copy to the Administrative Contracting Officer (ACO)

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

## SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN as identified on the TI.

**In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS** the following payment instructions apply to this task order:

a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 55 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

## TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: (b)(4) per year

Maximum Pass-Thru Rate: (b)(4) Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed 8%.

Maximum Fee: (b)(4) on Prime Costs

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

## SECURITY ADMINISTRATION

The highest level of security required under this TO is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

## CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

(b)(4)

**CNIN-G-0001**

**Invoicing Documentation for Cost Vouchers**

**(JULY 2015)**

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

## Cost Elements

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 56 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
<b>Labor Detail (Prime and Subcontractor)</b>	
Employee name	
Labor category	
Direct labor rate by employee	
Loaded labor rate by employee	
Current period hours (OT hours identified separately)	
Current period direct labor costs	
Cumulative hours (OT hours identified separately)	
Cumulative direct labor costs	
<b>Non-Labor Detail – detail provided for current billing period only</b>	
Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC)
*Copies of invoices and/or receipts for Material/ODC purchases shall be included.	
<b>CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN</b>	
CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/TI	TO and/or TI number
Amount Funded	Amount funded on each SLIN
Current	Amount billed in current billing period
Cumulative	Cumulative amount billed against SLIN
Balance	Remaining balance on SLIN

#### Accounting Data

SLINID	PR Number	Amount
400001	130036250500001	(b)(4)

LLA :  
A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001807089  
Funding in support of TI-13.B.03. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 1 July 2014, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 1 July 2014.

BASE Funding (b)(4)  
Cumulative Funding (b)(4)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 57 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

MOD 01

400002 130036669300001

(b)(4)

LLA :

A2 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001829029

Funding in support of TI-13.008.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400003 130036872000001

(b)(4)

LLA :

A3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841202

Funding in support of TI-13.Q.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400004 130036882200001

(b)(4)

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841207

Funding in support of TI-13.Q.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400005 130036882100001

(b)(4)

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841203

Funding in support of TI-13.Q.10. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400006 130036861200001

(b)(4)

LLA :

A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001839990

Funding in support of TI-13.Q.09. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400007 130036844900001

(b)(4)

LLA :

A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841812

Funding in support of TI-13.P.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400008 130036851600001

(b)(4)

LLA :

A9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001840000

Funding in support of TI-13.Q.07. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400009 130036648800001

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400010 130036648800002

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.02. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 58 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

including the end date of the period of performance for CLIN 4000.

400011 130036648800003

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400012 130036882300001

(b)(4)

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841312

Funding in support of TI-13.O.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

600001 130036872000002

(b)(4)

LLA :

A3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841202

Funding in support of TI-13.Q.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

600002 130036882200002

(b)(4)

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841207

Funding in support of TI-13.Q.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

600003 130036882100002

(b)(4)

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841203

Funding in support of TI-13.Q.10. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

600004 130036882300002

(b)(4)

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841312

Funding in support of TI-13.O.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

MOD 01 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 02

400013 1300360287

(b)(4)

LLA :

B3 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079

Funding in support of TI-13.J.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

MOD 02 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 03

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 59 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

400005 1300368821

(b)(4)

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841203

Funding in support of TI-13.Q.10. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400014 1300381013

(b)(4)

LLA :

B4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001940216

Funding in support of TI-13.Q.07. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400015 1300381016

(b)(4)

LLA :

B5 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001940220

Funding in support of TI-13.Q.09. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

600003 1300368821

(b)(4)

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841203

Funding in support of TI-13.Q.10. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

MOD 03 Funding

(b)(4)

Cumulative Funding

(b)(4)

MOD 04

400016 1300378452

(b)(4)

LLA :

B6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001909129

Funding in support of TI-13.P.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

MOD 04 Funding

(b)(4)

Cumulative Funding

(b)(4)

MOD 05

400017 130039307500001

(b)(4)

LLA :

B7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002047595

Contractor may NOT perform against this SLIN after 12/31/2013. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 05 Funding

(b)(4)

Cumulative Funding

(b)(4)

MOD 06

400018 130040039300001

(b)(4)

LLA :

B8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002099787

Contractor may NOT perform against this SLIN after 1 July 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 60 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

600005 130040039300002 (b)(4)

LLA :

B8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002099787

Contractor may NOT perform against this SLIN after 1 July 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 06 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 07

400019 130040239500001 (b)(4)

LLA :

B9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002118068

Contractor may NOT perform against this SLIN after 1 July 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 07 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 08

4001AA 130041377500001 (b)(4)

LLA :

C1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002203896

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4001AB 130041281800001 (b)(4)

LLA :

C2 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002197120

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4001AC 130041377400001 (b)(4)

LLA :

C3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002203893

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AA 130037845200002 (b)(4)

LLA :

B6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001909129

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AB 130038101600002 (b)(4)

LLA :

B5 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001940220

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 08 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 09

4001AD 130041682300001 (b)(4)

LLA :

C4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002228331

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 61 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

through and including the aforementioned date.

4001AE 130041846000001

(b)(4)

LLA :

C5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002241924

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AC 130041846000002

(b)(4)

LLA :

C5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002241924

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 09 Funding

(b)(4)

Cumulative Funding

(b)(4)

MOD 10

4001AF 130042853700001

(b)(4)

LLA :

C6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002315235

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AD 130042853700002

(b)(4)

LLA :

C6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002315235

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AE 130042737200001

(b)(4)

LLA :

C7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002307832

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 10 Funding

(b)(4)

Cumulative Funding

(b)(4)

MOD 11

4001AG 130043249600001

(b)(4)

LLA :

C8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002339927

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AA 130043329100001

(b)(4)

LLA :

C9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345161

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AB 130043329600001

(b)(4)

LLA :

D1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345550

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AC 130043323700001

(b)(4)

LLA :

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 62 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

D2 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002344688  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AD 130043329400001

(b)(4)

LLA :

D3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345547

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AE 130043329400002

(b)(4)

LLA :

D3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345547

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AF 130043323900001

(b)(4)

LLA :

D4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345021

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AG 130043330000001

(b)(4)

LLA :

D5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345787

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AH 130043330000002

(b)(4)

LLA :

D5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345787

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AJ 130043330000003

(b)(4)

LLA :

D5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345787

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AK 130043330000004

(b)(4)

LLA :

D5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345787

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AL 130043329200001

(b)(4)

LLA :

D6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345167

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AM 130043361900001

(b)(4)

LLA :

D7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002348545

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AN 130043361900002

(b)(4)

LLA :

D7 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002348545

Contractor may NOT perform against this SLIN after POP date identified in Section

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 63 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AP 130043542200001

(b)(4)

LLA :

D8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002362307

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AA 130043329100002

(b)(4)

LLA :

C9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345161

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AB 130043361900003

(b)(4)

LLA :

D7 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002348545

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AC 130043542200002

(b)(4)

LLA :

D8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002362307

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 11 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 12

7001AQ 130043960100001

(b)(4)

LLA :

AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002393375

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AR 130043960100002

(b)(4)

LLA :

AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002393375

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AS 130043960100003

(b)(4)

LLA :

AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002393375

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AT 130043960100004

(b)(4)

LLA :

AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002393375

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AU 130043987600001

(b)(4)

LLA :

AB 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002394531

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 64 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7001AV 130044021200001

(b)(4)

LLA :

AC 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002396134

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AW 130043885100001

(b)(4)

LLA :

AD 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002389263

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AX 130043904500001

(b)(4)

LLA :

AE 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002390360

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AY 130043904500002

(b)(4)

LLA :

AE 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002390360

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AZ 130044093200001

(b)(4)

LLA :

AF 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002400614

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BA 130044098300001

(b)(4)

LLA :

AG 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002401501

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BB 130043991800001

(b)(4)

LLA :

AH 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002395120

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BC 130044098400001

(b)(4)

LLA :

AJ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002401505

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AD 130044021200002

(b)(4)

LLA :

AC 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002396134

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AE 130043885100002

(b)(4)

LLA :

AD 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002389263

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AF 130043991800002

(b)(4)

LLA :



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 65 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

AH 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002395120  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 12 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 13

400013 130036028700001 (b)(4)  
LLA :  
B3 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV  
Standard Number: M9545013RC36079  
Funding in support of TI-13.J.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

7001AU 130043987600001 (b)(4)  
LLA :  
AB 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002394531  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 13 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 14

7001BD 130045431500001 (b)(4)  
LLA :  
AK 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002504839  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BE 130045045100001 (b)(4)  
LLA :  
AL 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002465355  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BF 130045386900001 (b)(4)  
LLA :  
AM 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002501182  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BG 130045250500001 (b)(4)  
LLA :  
AN 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002485159  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BH 130045250700001 (b)(4)  
LLA :  
AP 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002485203  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BJ 130044739100001 (b)(4)  
LLA :  
AT 2142020 A5X HS 12 1 034VFR E 310L 0 010568352 A. 0017099.5.2 021001

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 66 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001AG 130044729800001

(b)(4)

LLA :

AQ 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002443033

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AH 130045045100002

(b)(4)

LLA :

AL 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002465355

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AJ 130044804900001

(b)(4)

LLA :

AS 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002448758

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 14 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 15

7001BK 130046023900001

(b)(4)

LLA :

AU 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002572938

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AK 130046023900002

(b)(4)

LLA :

AU 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002572938

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 15 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 16

7001BL 130046867400001

(b)(4)

LLA :

AV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002645135

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 16 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 17 Funding 0.00

Cumulative Funding (b)(4)

MOD 18

4001AH 130045250500001

(b)(4)

LLA :

AW 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002485159

Contractor may NOT perform against this SLIN after POP date identified in Section

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 67 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4001AJ 130045250700001

(b)(4)

LLA :

AX 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002485203

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BG 130045250500001

(b)(4)

LLA :

AN 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002485159

Funding reallocated to SLIN 4001AH

7001BH 130045250700001

(b)(4)

LLA :

AP 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002485203

Funding reallocated to SLIN 4001AJ

MOD 18 Funding 0.00

Cumulative Funding (b)(4)

MOD 19

9001AL 130049075500001

(b)(4)

LLA :

AW 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002817884

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 19 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 20

7001AH 130043330000002

(b)(4)

LLA :

D5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345787

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AN 130043361900002

(b)(4)

LLA :

D7 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002348545

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AR 130043960100002

(b)(4)

LLA :

AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002393375

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AX 130043904500001

(b)(4)

LLA :

AE 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002390360

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 20 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 21

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 68 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7001BM 130048961700001

(b)(4)

LLA :

AW 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002809893

Contractor may NOT perform against this SLIN after POP date identified in Section B, F, and G. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BN 130048961700002

(b)(4)

LLA :

AX 97X4930 NH1J 253 77777 0 050120 2F 000000 A10002809893

Contractor may NOT perform against this SLIN after POP date identified in Section B, F, and G. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 21 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 22

400003 130036872000001

(b)(4)

LLA :

A3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841202

Funding in support of TI-13.Q.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400004 130036882200001

(b)(4)

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841207

Funding in support of TI-13.Q.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400009 130036648800001

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400010 130036648800002

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.02. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400013 130036028700001

(b)(4)

LLA :

B3 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079

Funding in support of TI-13.J.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

400019 130040239500001

(b)(4)

LLA :

B9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002118068

Contractor may NOT perform against this SLIN after 1 July 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4001AD 130041682300001

(b)(4)

LLA :

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 69 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

C4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002228331  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

600001 130036872000002

(b)(4)

LLA :

A3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841202

Funding in support of TI-13.Q.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

600002 130036882200002

(b)(4)

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841207

Funding in support of TI-13.Q.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

6001AA 130037845200002

(b)(4)

LLA :

B6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001909129

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AE 130042737200001

(b)(4)

LLA :

C7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002307832

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BP 130049698700001

(b)(4)

LLA :

AY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002863216

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AM 130049698700002

(b)(4)

LLA :

AY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002863216

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 22 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 23

7001BQ 130050212700001

(b)(4)

LLA :

AZ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002900421

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 23 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 24

7201AA 130050668400001

(b)(4)

LLA :

BA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002929285

Contractor may NOT perform against this SLIN after POP date identified in Section

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 70 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AB 130050668400002

(b)(4)

LLA :

BB 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002929285

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AC 130050668400003

(b)(4)

LLA :

BC 97X4930 NH1J 251 77777 0 050120 2F 000000 A20002929285

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AD 130050664900001

(b)(4)

LLA :

BD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002929117

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AE 130050393600001

(b)(4)

LLA :

BE 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002910497

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AF 130050393600002

(b)(4)

LLA :

BE 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002910497

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AG 130050555800001

(b)(4)

LLA :

BG 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002921398

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AH 130050555900001

(b)(4)

LLA :

BH 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002921401

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AJ 130050555700001

(b)(4)

LLA :

BJ 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921395

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AK 130050589100001

(b)(4)

LLA :

BK 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002923600

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AL 130050555500001

(b)(4)

LLA :

BL 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002921392

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 71 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7201AM 130050451000001

(b)(4)

LLA :

BM 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002914910

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AN 130050555600001

(b)(4)

LLA :

BN 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921393

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AP 130050527500001

(b)(4)

LLA :

BP 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002919649

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AA 130050393600003

(b)(4)

LLA :

BE 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002910497

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AB 130050589100002

(b)(4)

LLA :

BK 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002923600

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AC 130050555500002

(b)(4)

LLA :

BL 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002921392

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AD 130050451000002

(b)(4)

LLA :

BM 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002914910

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AE 130050555600002

(b)(4)

LLA :

BN 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921393

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AF 130050527500002

(b)(4)

LLA :

BP 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002919649

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 24 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 25 Funding 0.00

Cumulative Funding (b)(4)

MOD 26



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 72 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7201AQ 130051821600001

(b)(4)

LLA :

BQ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003005597

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 26 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 27

7201AR 130052776700001

(b)(4)

LLA :

BR 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003076761

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 27 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 28

7201AS 130053313500001

(b)(4)

LLA :

BS 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003132596

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 28 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 29

7201AT 130054105300001

(b)(4)

LLA :

BT 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003203879

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AU 130054232400001

(b)(4)

LLA :

BU 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003215112

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 29 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 30

9201AG 130054385400001

(b)(4)

LLA :

BV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003227821

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 30 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 31

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 73 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7201AX 130055251600001

(b)(4)

LLA :

BX 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003298550

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AY 130055099100001

(b)(4)

LLA :

BY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003285066

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AZ 130055213500001

(b)(4)

LLA :

BZ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003295442

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201BA 130055001300001

(b)(4)

LLA :

CA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003277212

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201BB 130054896500001

(b)(4)

LLA :

CB 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003269397

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AH 130055035000001

(b)(4)

LLA :

BW 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003280743

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AJ 130055616100001

(b)(4)

LLA :

CD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003325475

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 31 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 32

400011 130036648800003

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400018 130040039300001

(b)(4)

LLA :

B8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002099787

Contractor may NOT perform against this SLIN after 1 July 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4001AE 130041846000001

(b)(4)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 74 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

LLA :

C5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002241924

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

600004 130036882300002

(b)(4)

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841312

Funding in support of TI-13.O.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

600005 130040039300002

(b)(4)

LLA :

B8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002099787

Contractor may NOT perform against this SLIN after 1 July 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AB 130038101600002

(b)(4)

LLA :

B5 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001940220

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AC 130041846000002

(b)(4)

LLA :

C5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002241924

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AH 130043330000002

(b)(4)

LLA :

D5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002345787

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AS 130043960100003

(b)(4)

LLA :

AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002393375

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AW 130043885100001

(b)(4)

LLA :

AD 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002389263

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AX 130043904500001

(b)(4)

LLA :

AE 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002390360

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AZ 130044093200001

(b)(4)

LLA :

AF 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002400614

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BA 130044098300001

(b)(4)

LLA :

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 75 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

AG 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002401501  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BB 130043991800001

(b)(4)

LLA :

AH 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002395120  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BF 130045386900001

(b)(4)

LLA :

AM 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002501182  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BM 130048961700001

(b)(4)

LLA :

AW 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002809893  
Contractor may NOT perform against this SLIN after POP date identified in Section B, F, and G. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BN 130048961700002

(b)(4)

LLA :

AX 97X4930 NH1J 253 77777 0 050120 2F 000000 A10002809893  
Contractor may NOT perform against this SLIN after POP date identified in Section B, F, and G. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BQ 130050212700001

(b)(4)

LLA :

AZ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002900421  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201BC 130056868600001

(b)(4)

LLA :

CC 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003422583  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201BD 130056868600002

(b)(4)

LLA :

CD 97X4930 NH1J 251 77777 0 050120 2F 000000 A10003422583  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AF 130043991800002

(b)(4)

LLA :

AH 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002395120  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AJ 130044804900001

(b)(4)

LLA :

AS 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002448758  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AK 130046023900002

(b)(4)

LLA :

AU 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002572938  
Contractor may NOT perform against this SLIN after POP date identified in Section

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 76 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 32 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 33

4001AG 130043249600001

(b)(4)

LLA :

C8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002339927

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AD 130042853700002

(b)(4)

LLA :

C6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002315235

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BE 130045045100001

(b)(4)

LLA :

AL 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002465355

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AB 130050668400002

(b)(4)

LLA :

BB 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002929285

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AJ 130050555700001

(b)(4)

LLA :

BJ 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921395

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AM 130050451000001

(b)(4)

LLA :

BM 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002914910

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AP 130050527500001

(b)(4)

LLA :

BP 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002919649

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AZ 130055213500001

(b)(4)

LLA :

BZ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003295442

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201BA 130055001300001

(b)(4)

LLA :

CA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003277212

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 77 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7201BE 130057857100001

(b)(4)

LLA :

CE 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003492196

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AG 130044729800001

(b)(4)

LLA :

AQ 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002443033

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AH 130045045100002

(b)(4)

LLA :

AL 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002465355

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AE 130050555600002

(b)(4)

LLA :

BN 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921393

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AG 130054385400001

(b)(4)

LLA :

BV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003227821

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 33 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 34 Funding 0.00

Cumulative Funding (b)(4)

MOD 35

7401AA 130057613700001

(b)(4)

LLA :

CF 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003477615

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AB 130057627200001

(b)(4)

LLA :

CG 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003478081

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AC 130057925200001

(b)(4)

LLA :

CH 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003496668

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AD 130057642300001

(b)(4)

LLA :

CJ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003479185

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 78 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7401AE 130057409900001

(b)(4)

LLA :

CK 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003464173

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AF 130057909200001

(b)(4)

LLA :

AL 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003495894

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AG 130057734100001

(b)(4)

LLA :

CM 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003485118

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AH 130057728700001

(b)(4)

LLA :

CN 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003485055

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AJ 130057743000001

(b)(4)

LLA :

CP 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003486116

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AK 130057746300001

(b)(4)

LLA :

CQ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003486120

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AL 130057909500001

(b)(4)

LLA :

CR 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003495956

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AM 130057614000001

(b)(4)

LLA :

CS 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003477617

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AA 130057909200002

(b)(4)

LLA :

CL 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003495894

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AB 130057728700002

(b)(4)

LLA :

CN 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003485055

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AC 130057743000002

(b)(4)

LLA :



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 79 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

CP 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003486116  
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AD 130057746300002

(b)(4)

LLA :

CQ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003486120

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AE 130057909500002

(b)(4)

LLA :

D7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003495956

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 35 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 36

400011 130036648800003

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400017 130039307500001

(b)(4)

LLA :

B7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002047595

Contractor may NOT perform against this SLIN after 12/31/2013. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AB 130038101600002

(b)(4)

LLA :

B5 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001940220

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AC 130041846000002

(b)(4)

LLA :

C5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002241924

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AE 130042737200001

(b)(4)

LLA :

C7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002307832

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AY 130043904500002

(b)(4)

LLA :

AE 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002390360

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BJ 130044739100001

(b)(4)

LLA :

AT 2142020 A5X HS 12 1 034VFR E 310L 0 010568352 A. 0017099.5.2 021001

2410(a) funds expire for this SLIN 365 days from effective date of above

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 80 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7001BL 130046867400001

(b)(4)

LLA :

AV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002645135

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BP 130049698700001

(b)(4)

LLA :

AY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002863216

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AN 130058336700001

(b)(4)

LLA :

CT 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003525716

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AJ 130044804900001

(b)(4)

LLA :

AS 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002448758

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 36 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 37

7401AP 130058845400001

(b)(4)

LLA :

CU 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003559028

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 37 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 38

7201AP 130050527500001

(b)(4)

LLA :

BP 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002919649

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AQ 130058306300001

LLA :

CV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003522881

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 38 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 39

7401AR 130059449700001

(b)(4)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 81 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

LLA :

CW 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003595982

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AS 130059449200001

(b)(4)

LLA :

CX 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003595783

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AT 130059113700001

(b)(4)

LLA :

CY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003574951

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AU 130059399100001

(b)(4)

LLA :

CZ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003592668

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 39 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 40

7401AV 130059985700001

(b)(4)

LLA :

DA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003635129

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AW 130059913500001

(b)(4)

LLA :

DB 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003629303

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AX 130059629400002

(b)(4)

LLA :

DC 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003608920

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AF 130059629400001

(b)(4)

LLA :

DC 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003608920

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 40 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 41

7401AY 130060153000001

(b)(4)

LLA :

DD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003650593

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 82 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

through and including the aforementioned date.

7401AZ 130060190300001

(b)(4)

LLA :

DE 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003650633

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 41 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 42

7401BA 130060375400001

(b)(4)

LLA :

DF 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003671958

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BB 130060324200001

(b)(4)

LLA :

DG 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003665303

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BC 130060450000001

(b)(4)

LLA :

DH 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003681106

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 42 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 43

9201AJ 130055616100001

(b)(4)

LLA :

CD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003325475

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401BD 130060773900001

(b)(4)

LLA :

DJ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003710108

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 43 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 44

7401BE 130061025900001

(b)(4)

LLA :

DK 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003728543

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001BR 130060942900001

(b)(4)

LLA :

DM 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003722041

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 83 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401BK 130060881900001

(b)(4)

LLA :

DL 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003717293

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 44 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 45

7401BF 130061364600001

(b)(4)

LLA :

DM 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003755072

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BG 130061415400001

(b)(4)

LLA :

DN 9770100 74D7 251 00074 0 068688 2D XVS004 000747LTXHQQ

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 45 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 46

400011 130036648800003

(b)(4)

LLA :

B1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001828540

Funding in support of TI-13.B.03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

600004 130036882300002

(b)(4)

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001841312

Funding in support of TI-13.O.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6000.

7001AY 130043904500002

(b)(4)

LLA :

AE 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002390360

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BJ 130044739100001

(b)(4)

LLA :

AT 2142020 A5X HS 12 1 034VFR E 310L 0 010568352 A. 0017099.5.2 021001

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7001BP 130049698700001

(b)(4)

LLA :

AY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002863216

Contractor may NOT perform against this SLIN after POP date identified in Section

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 84 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AB 130050668400002

(b)(4)

LLA :

BB 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002929285

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AE 130050393600001

(b)(4)

LLA :

BE 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002910497

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AG 130050555800001

(b)(4)

LLA :

BG 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002921398

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AH 130050555900001

(b)(4)

LLA :

BH 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002921401

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AJ 130050555700001

(b)(4)

LLA :

BJ 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921395

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AM 130050451000001

(b)(4)

LLA :

BM 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002914910

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AX 130055251600001

(b)(4)

LLA :

BX 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003298550

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AZ 130055213500001

(b)(4)

LLA :

BZ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003295442

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201BB 130054896500001

(b)(4)

LLA :

CB 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003269397

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201BD 130056868600002

(b)(4)

LLA :

CD 97X4930 NH1J 251 77777 0 050120 2F 000000 A10003422583

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 85 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9001AM 130049698700002

(b)(4)

LLA :

AY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002863216

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AD 130050451000002

(b)(4)

LLA :

BM 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002914910

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AE 130050555600002

(b)(4)

LLA :

BN 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921393

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AG 130054385400001

(b)(4)

LLA :

BV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003227821

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 46 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 47

7401BH 130061901200001

(b)(4)

LLA :

D7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003798059

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BJ 130061771500001

(b)(4)

LLA :

DQ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003788308

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BK 130061748500001

(b)(4)

LLA :

DR 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003786401

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 47 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 48

7201AE 130050393600001

(b)(4)

LLA :

BE 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002910497

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AF 130050393600002

(b)(4)

LLA :

BE 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002910497



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 86 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AZ 130055213500001

(b)(4)

LLA :

BZ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003295442

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BL 130062723100001

(b)(4)

LLA :

DS 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003866301

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BM 130062703100001

(b)(4)

LLA :

DT 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003865086

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BN 130062694900001

(b)(4)

LLA :

DU 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003865746

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AA 130050393600003

(b)(4)

LLA :

BE 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002910497

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 48 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 49

400002 130036669300001

(b)(4)

LLA :

A2 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001829029

Funding in support of TI-13.008.01. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400015 130038101600001

(b)(4)

LLA :

B5 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001940220

Funding in support of TI-13.Q.09. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 4000, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4000.

400017 130039307500001

(b)(4)

LLA :

B7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002047595

Contractor may NOT perform against this SLIN after 12/31/2013. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AE 130042737200001

(b)(4)

LLA :

C7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002307832

Contractor may NOT perform against this SLIN after POP date identified in Section

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 87 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AB 130050668400002

(b)(4)

LLA :

BB 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002929285

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AJ 130044804900001

(b)(4)

LLA :

AS 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002448758

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AM 130049698700002

(b)(4)

LLA :

AY 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002863216

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AC 130050555500002

(b)(4)

LLA :

BL 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002921392

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AE 130050555600002

(b)(4)

LLA :

BN 97X4930 NH1J 252 77777 0 050120 2F 000000 A10002921393

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 49 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 50

7401AR 130059449700001

(b)(4)

LLA :

CW 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003595982

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401BP 130063013400001

(b)(4)

LLA :

DV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003890955

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AB 130057728700002

(b)(4)

LLA :

CN 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003485055

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401BD 130060773900001

(b)(4)

LLA :

DJ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003710108

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 88 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9401BL 130063436000001

(b)(4)

LLA :

DW 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003923971

Standard Number: F2DCAH6229G118

Contractor may NOT perform against this SLIN after POP date shown in Section F.  
Contractor may continue to invoice after this date, but only for work performed  
through and including the aforementioned date.

MOD 50 Funding

(b)(4)

Cumulative Funding

(b)(4)

MOD 51

9401BM 130063982500001

(b)(4)

LLA :

DX 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003967977

Contractor may NOT perform against this SLIN after POP date shown in Section F.  
Contractor may continue to invoice after this date, but only for work performed  
through and including the aforementioned date.

MOD 51 Funding

(b)(4)

Cumulative Funding

(b)(4)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 89 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be (b)(4) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that (b)(4) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 905 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 90 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

**All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.**

#### **NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 2015)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 91 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### **NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
4000	(b)(4)	(b)(4)	07/02/2013 - 07/01/2014
6000	(b)(4)	\$0.00	07/02/2013 - 07/01/2014

\*See Sections B, F, & G

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 92 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

\* to be completed at time of award/modification

#### **NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (April 2015)**

The Government will provide only that property identified in an attachment to Section J notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

#### **INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

#### **SERVICE CONTRACT ACT WAGE DETERMINATION**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as Attachment 1 - Wage Determination 2005-2184, Rev 16 dated 12/22/2014 in Section J.

#### **CONTRACTUAL AUTHORITY AND COMMUNICATIONS**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

#### **RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS (May 2012)**

If this contract includes the clause "FAR 52.204-9 Personal Identity Verification of Contractor Personnel" or will otherwise require frequent access to NSA/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 93 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractor's are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at (b)(6) or at (b)(6). NSA/NSWC Crane RAPIDGate Secondary Program Point of Contact is Larry Patterson, and can be reached at (b)(6) or (b)(6).

Additional information is available at <http://www.rapidgate.com/rapidgate>

RAPIDGate Pricing—(Subject to change without notice):

<u>Program</u>	<u>Enrollment</u>	<u>Price</u>
Single Installation	Company	\$199.99 annually
Single Installation	Employee	\$159.00 annually
Enterprise (Multiple installations)	Company	\$249.00 annually - 2 or more installations
Enterprise (Multiple installations)	Employee	\$199.00 annually 2 or more installations
90 day Option	Employee	\$59.00 per 90 days
Replacement Credential	Employee	\$30.00 per credential

(end of clause)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 94 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)  
52.222-29 Notification of Visa Denial (Jun 2003) IF OCONUS travel  
52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)  
52.223-10 Waste Reduction Program (May 2011)  
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)  
252.242-7004 Material Management and Accounting System (May 2011)  
252.242-7006 Accounting System Administration (Feb 2012)  
252.244-7001 Contractor Purchasing System Administration (May 2011)  
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)  
252.245-7002 Reporting Loss of Government Property (Apr 2012)  
252.245-7003 Contractor Property Management System Administration (Sep 2016)

### 52.217-8 - OPTION TO EXTEND SERVICE (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

#### ITEM(S) LATEST OPTION EXERCISE DATE

CLIN 7000 No later than 12 months after the TO Award date.  
CLIN 7200 No later than 24 months after the TO Award date.  
CLIN 9000 No later than 12 months after the TO Award date.  
CLIN 9200 No later than 24 months after the TO Award date.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 95 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ~~b)(4)~~ **(authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime)** or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

## **52.244-2 SUBCONTRACTS (OCT 2010)**

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 96 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER

AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 97 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

## **252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)**

(a) *Definitions.* As used in this clause—

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 98 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 99 of 117	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 100 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 101 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,  
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 102 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Technical Data  to be Furnished  With Restrictions*	Basis for  Assertion**	Asserted Rights  Category***	Name of Person  Asserting  Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 103 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows.

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

---

Contractor Name

---

Contractor Address

---



---

Expiration Date

---

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

#### LIMITED RIGHTS

Contract No.

---

Contractor Name

---

Contractor Address

---



---

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 104 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 105 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

## **252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)**

(a) *Definitions.* As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 106 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) “Covered Government support contractor” means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 107 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 108 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 109 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data–Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 110 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software  to be Furnished  With Restrictions*	Basis for  Assertion**	Asserted Rights  Category***	Name of Person  Asserting  Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 111 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

\_\_\_\_\_

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 112 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Contractor Name

\_\_\_\_\_

Contractor Address

\_\_\_\_\_

Expiration Date

\_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No.

\_\_\_\_\_

Contractor Name

\_\_\_\_\_

Contractor Address

\_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of computer software, computer

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 113 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 114 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

## **252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 115 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or

Computer Software

Name of Person

to be Furnished

Basis for

Asserted Rights

Asserting

With Restrictions\*

Assertion\*\*

Category\*\*\*

Restrictions\*\*\*\*

(LIST)\*\*\*\*\*

(LIST)

(LIST)

(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 116 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**52.219-6 -- Notice of Total Small Business Set-Aside.**

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).\*

(c) *General.*

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-FC03	AMENDMENT/MODIFICATION NO. 51	PAGE 117 of 117	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Exhibit 1 - Contract Data Requirements List, DD Form 1423 - 8 pages

Attachment 1 - Wage Determination No.: 05-2183, Rev 16 dated 07/14/2015

Attachment 2 - Staffing Plan Template - 1 Tab

Attachment 3 - Prime Offeror Cost Summary Format - 5 Tabs

Attachment 4 - Subcontractor Cost Summary Format - 4 Tabs

Attachment 5 - Quality Assurance Surveillance Plan (QASP) - 9 Pages

Attachment 6 - Sample TI 001 - 4 Pages

Attachment 7 - Sample TI 002 - 4 Pages

Attachment 8 - ROM Template - 6 Tabs

Attachment 9 - Level of Effort (LOE) - 1 Page

Attachment 10 - Surge Example - 4 Tabs

Attachment 11 - DD Form 254 DOD Contract Security Classification Specification - 6 Pages

**DOCUMENT (2)**

## SOLICITATION

FINAL

1. SOLICITATION NO. N00024-13-R-3046		2. AMENDMENT NO. 3		3. EFFECTIVE DATE 01/08/2013		4. PURCHASE REQUEST NO. TBD	
5. ISSUED BY (b)(6) NSWC, CRANE DIVISION 300 Highway 361 - Building (b)(6) Crane IN 47522-5001 (b)(6)		CODE		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 01/22/2013 1400 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE SB Set-Aside	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO  See Section D				12. PAYMENT WILL BE MADE BY CODE			
13. TYPE OF ORDER		D X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.			
<p>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</p>							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*		18. UNIT	
						19. UNIT PRICE	
						20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA  By:  CONTRACTING/ORDERING OFFICER		22. TOTAL	
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 2 of 3	FINAL
--------------------------------------	--------------------	----------------	-------

## GENERAL INFORMATION

The purpose of Amendment 3 is to extend the closing date of this solicitation from 1/11/2013 to 1/22/2013.

All other terms and conditions remain unchanged.

\*\*\*\*\*

The purpose of Amendment 2 is to remove the No Bid Exclusion in its entirety from this solicitation (deleted from Section H).

All other terms and conditions remain unchanged.

\*\*\*\*\*

The purpose of Amendment 1 is to revise the Section H No Bid Exclusion.

From:

### NO BID EXCLUSION:

Contractor agrees that, during the performance of this TO and for a period of three (3) years after completion of performance of this TO, the Contractor, any affiliate of the Contractor, any subcontractor, consultant or employee of the Contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the NSWC, Crane, Indiana, any goods or services other than those covered by this TO or any successor or follow-on to this TO, which contract shall be a continuation of furtherance of the work scope set forth in the SOW to this TO. This exclusion shall cover the Contractor as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor.

To:

### NO BID EXCLUSION:

Contractor agrees that, during the performance of this TO and for a period of three (3) years after completion of performance of this TO, the Contractor, any affiliate of the Contractor, any subcontractor, or consultant of the Contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the NSWC, Crane, Indiana, any goods or services other than those covered by paragraph 3.20.1 of the SOW or any successor or follow-on to the same or similar scope of this tasking, which contract shall be a continuation of furtherance of the work set forth in section 3.20.1 of the SOW to this TO. This exclusion shall cover the Contractor as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor.

All other terms and conditions remain unchanged.

\*\*\*\*\*

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) with CPFF Surge CLINs type Task Order (TO) resulting from this solicitation. The resultant TO will have a base period of one (1) year plus two (2) one-year options, for a total of three (3) years, if all options are exercised.

This requirement is currently being performed under TO N00178-04-D-4078/FC02 held by McKean Defense Group.

This procurement is a 100% Small Business Set-Aside.

Proposals in response to this solicitation shall be valid for 180 calendar days from solicitation closing date.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 3 of 3	FINAL
--------------------------------------	--------------------	----------------	-------

Service Contract Act Wage Adjustment: Upon exercise of each option year, an updated Service Contract Act (SCA) Wage Determination will be incorporated into the TO. If incorporation of the updated SCA Wage Determination causes a cost overrun, the cost overrun shall be process in accordance with FAR 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as applicable. Note that fee shall not be allowed for a cost overrun resulting from the incorporation of the updated SCA Wage Determination.

Solicitation POC is (b)(6) e-mail: (b)(6)

Questions should be submitted via the Question & Answer feature in the portal no later than 15 calendar days before solicitation close date.

*Note: Errors in formatting within the solicitation are due to limitations within the SeaPort-e Portal.*

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 1 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 Labor. See Note A. (TBD)	47030.0	LH			
4100	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 Labor Surge. See Notes B & C. (TBD) Option	4703.0	LH			

For Cost Type / NSP Items

4999	Labor CLIN(s) 4000 thru 4100 and 7000 thru 7300; In Accordance With (IAW) the Statement Of Work (SOW), and CDRL(s) A001 thru A005, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS					
------	---	--	--	--	--	--

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 2 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

252.227-7013.,  
unless an  
assertion is  
provided and  
accepted by the  
Government with  
the offer IAW  
DFARS  
252.227-7017. The  
price/costs for  
all data/tech  
data generated by  
the contractor  
directly or  
indirectly in its  
performance of  
this procurement  
effort is  
included in the  
price/costs paid  
by the Government  
under CLIN(s)  
4000 thru 7300.

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
6000	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 ODC. See Note D. (TBD)	1.0	LO	
6100	Engineering and technical services for business and project operations departments at NSWC-Crane. Base Year 1 ODC Surge. See Notes B & D. (TBD) Option	1.0	LO	

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-------------------	-----	------	-----------	-----------	------

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 3 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

---

7000	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 Labor. See Notes A & B. (TBD) Option	47030.0	LH
7100	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 Labor Surge. See Note B & C. (TBD) Option	4703.0	LH
7200	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 Labor. See Note A & B. (TBD) Option	47048.0	LH
7300	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 Labor Surge. See Notes B & C. (TBD) Option	4705.0	LH

For ODC Items:



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 4 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 ODC. See Notes B & D. (TBD) Option	1.0	LO	
9100	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 1 ODC Surge. See Notes B & D. (TBD) Option	1.0	LO	
9200	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 ODC. See Notes B & D. (TBD) Option	1.0	LO	
9300	Engineering and technical services for business and project operations departments at NSWC-Crane. Option Year 2 ODC Surge. See Note B & D. (TBD) Option	1.0	LO	

**NOTE A: LEVEL OF EFFORT**

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 5 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is 47,030 man-hours per year, with the mix recommended in Attachment 9 in Section J. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

#### **NOTE B: OPTION**

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

#### **NOTE C: SURGE**

If the Government determines that an increased LOE is required, the Government reserves the right to exercise "surge" option CLINs for additional hours in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE may be re-aligned under labor CLINs for each task identified in the SOW. The Government estimate is 4,703 Surge Base year 1 man-hours, 4,703 Surge option year 2 man hours, and 4,705 Surge option year 3 man hours (10% of yearly labor hours) for labor surge option items. Offerors should propose surge options using a weighted average loaded labor rate (WALLR) applied to the surge CLIN hours. All surge labor CLINs should be proposed as CPFF, and is not to exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC).

Note: WALLR is calculated by dividing total proposed labor costs by total proposed hours (including subcontractors. An example can be found as Attachment 10 in section J.)

#### **NOTE D: OTHER DIRECT COSTS**

During the performance of this task order it may be necessary for the contractor to procure materials or equipment (hereafter referred to as "materials") to respond to the mission requirements listed in the Statement of Work. This task order is a service contract and the procurement cost of material, of any kind, that are not incidental to, and necessary for, the contract performance may be determined as unallowable costs pursuant to FAR Part 31.

-The term "material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item.

-The term "equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

-"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property.

Any material acquired by the contractor is subject to the requirements of the FAR and DFARS. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

The Government estimates total ODCs for this TO to be \$338,073. ODCs should be proposed as prescribed in Section L, paragraph 4.4.4.

#### **HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 6 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### **HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \_\_\_\_ \* \_\_\_\_ percent ( %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### **HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)**

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 7 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

This entire contract is cost type.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 8 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 Scope

The objective of this Statement of Work (SOW) is for non-personal engineering and technical services for the operations at Naval Support Activity Crane (NSA Crane) in support of the Naval Surface Warfare Center (NSWC), Crane Division, Business and Project Operations Departments. The scope of this effort includes program management, data analysis, human resources, corporate communications, patent office coordination, strategic business planning, operations, metrics and program management support services, coordinate and maintain program documentation and databases, assist with defining and implementing strategic planning efforts, recommending business and market strategies, interface with customers, design technology roadmaps, and facilitate the science and technology program.

#### 1.1 Background

NSWC Crane provides comprehensive leadership and support for complex military systems spanning development, deployment and sustainment in three mission areas: Electronic Warfare/Information Operations, Strategic Missions, and Special Missions. NSWC Crane leverages its unique technical capabilities and those of industry partners to provide rapid response technical solutions to meet the mission of the warfighter. In rendering support to the identified tasks, outputs may take the form of information, advice, opinions, alternatives, analysis, reports, reports, evaluations, or recommendations to complement the Government's expertise required to accomplish its mission. The nature of this work shall, at times, require the contractor support personnel to be capable of quick response to stringent deadlines. The contractor is expected to deal with multiple assignments, changing priorities and be able to deal with a multitude of requirements that may arise.

#### 1.2 Applicable Paragraphs

This Task Order (TO) applies to the following **bolded** SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

Basic SOW Paragraph Task Requirements

- 3.1 Research and Development Support – N/A
- 3.2 Engineering, System Engineering, and Process Engineering – N/A
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support – N/A
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – N/A
- 3.5 System Design Documentation and Technical Data Support – N/A
- 3.6 Software Engineering, Development, Programming, and Network Support – N/A
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support – N/A
- 3.8 Human Factors, Performance, and Usability Engineering Support – N/A
- 3.9 System Safety Engineering Support – N/A
- 3.10 Configuration Management (CM) Support – N/A
- 3.11 Quality Assurance (QA) Support – N/A
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support – N/A
- 3.13 Inactivation and Disposal Support – N/A
- 3.14 Interoperability, Test and Evaluation, Trials Support – N/A
- 3.15 Measurement Facilities, Range, and Instrumentation Support – N/A
- 3.16 Logistics Support – N/A
- 3.17 Supply and Provisioning Support – N/A
- 3.18 Training Support – N/A
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A
- 3.20 Program Support**
- 3.21 Functional and Administrative Support**
- 3.22 Public Affairs and Multimedia Support**

#### 2.0 Applicable Documents

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 9 of 83	FINAL
--------------------------------------	--------------------	-----------------	-------

The documents listed in this section are applicable to this SOW. This section may not include documents cited in other sections of this SOW or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned they must meet all specified requirements documents as cited in this SOW, whether or not they are listed. In the event of conflict between the documents referenced herein and the contents of the SOW, the contents of the SOW shall prevail:

## **2.1 Specifications – Mandatory Compliance – None Applicable**

## **2.2 Standards – Mandatory Compliance**

29 CFR 1910 OSHA Standard for General Industry

## **2.3 Other Publications and Regulations – None Applicable**

## **2.4 Instructions and Directives**

NSA CRANE INSTRUCTION 5100.13, Smoking and Tobacco Use  
OPNAVINST 5090.1B Environmental and Natural Resource Program Manual  
DoD INST 4145-26M Facilities Security  
DoD INST 5200-1R Information Security Program  
DOD Directive 8500.1, Information Assurance  
DoD 5220.22-M National Industrial Security Program  
NSWCCRANEINST 7320.1 Management of Personal Property, Plant and Minor Equipment  
SECNAVINST 5239.3B, Department of the Navy (DoN) Information Assurance Policy  
SECNAVINST 7320.10A Department of the Navy Personal Property Policies and Procedures  
SECNAVINST 5370.2J CH 1 Standards of Conduct and Government Ethics  
OPNAVINST 5100-23G Navy Occupational Safety and Health Program  
NSACRANEINST 11320.2 Fire Protection Manual  
NSWCCRANEINST 5510.1A, Information, Personnel and Industrial Security Manual  
NAVWPNSUPPCENINST 5910.1 Control of Contractor Personnel On-board NSW Center, Crane  
NSACRANEINST 5530.3 Antiterrorism Plan  
NSACRANEINST 11240.1 Management and Operation of Government Motor Vehicles  
NSWCCRANEINST 5530.1B Physical Security and Loss Prevention  
NSACRANEINST 11100.1A CH-1 NSA Crane Cold Weather/Snow/Ice Plan  
NSACRANEINST 11300.1A NSA Crane Energy Management Plan  
NSWCCRANEINST 5000.1 Contractor Verification System Process  
NAVWPNSUPPCENINST 11210-1L Center Operations during Inclement Weather  
NSWC Crane Note 12600 Observed Holidays and Closed Days  
OPNAVINST 5102.1C Mishap Investigation and Reporting  
ISO 9001:2000 Quality Program

## **3.0 Requirements**

- 3.1 Research and Development Support - Not applicable.
- 3.2 Engineering, System Engineering and Process Engineering Support – N/A
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support – N/A
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – N/A
- 3.5 System Design Documentation and Technical Data Support – N/A
- 3.6 Software Engineering, Development, Programming, and Network Support – N/A.
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support – N/A
- 3.8 Human Factors, Performance, and Usability Engineering Support – N/A
- 3.9 System Safety Engineering Support – N/A
- 3.10 Configuration Management (CM) Support – N/A
- 3.11 Quality Assurance (QA) Support – N/A
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support – N/A
- 3.13 Inactivation and Disposal Support – N/A
- 3.14 Interoperability, Test and Evaluation, Trials Support – N/A
- 3.15 Measurement Facilities, Range, and Instrumentation Support – N/A

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 10 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

3.16 Logistics Support – N/A

3.17 Supply and Provisioning Support – N/A

3.18 Training Support – N/A

3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A

### **3.20 Program Support**

#### **3.20.1 Strategic Business Planning**

3.20.1.1 The contractor shall support the development, review and update of NSW Crane Corporate, Division and Science & Technology (S&T) High-Level Future Strategic Business Plans throughout the organization. The contractor shall review existing market trend data, goals and objectives and provide update/change recommendations. As part of the Business Planning Division Team, the contractor shall perform an analysis and comparison of both the NAVSEA and NSW Crane Business Plans for the purpose of identifying NAVSEA objectives to be incorporated into the NSW Crane roadmapping structure and other strategic planning initiatives. The Contractor shall provide recommendations for improved alignment between NSW Crane, and NAVSEA business objectives.

3.20.1.2 The contractor shall provide specific expertise and experience in realignment programs and organizational restructuring. The contractor shall, as part of the Business Planning Division Team, consult with Command staff in support of organizational studies and realignment plans and provide recommendations for improvement. The contractor shall evaluate proposed realignments to ensure they meet Navy, NAVSEA and Warfighter requirements and resolve documented organizational deficiencies. Realignment studies shall be conducted as appropriate. The contractor shall participate in command Integrated Product Teams (IPTs) and business planning meetings as required.

3.20.1.3 Establish processes that effectively communicate the goals and objectives associated with the corporate initiatives as they relate to future market trends. Facilitate Department, Division, and Branch level strategic planning sessions. Coordinate the implementation of the initiatives of the business planning. Attend corporate planning meetings, collaborate with Business Planning Division team members and develop new strategic initiatives and developmental tools.

3.20.1.4 The contractor shall use existing Government Business Intelligence (BI) tools (e.g, Microsoft Office Suite, SAP, etc.) and identify and develop new methods and tools to recognize, develop, connect, establish and monitor Corporate Performance Management (CPM) metrics relating to the objectives established by the NSW Crane Strategic Business Plan. These methods and tools shall capture quality, quantitative, measurable, and demonstrable performance metrics in order to assess the activities performance for both internal and external requirements.

3.20.1.5 Data collection methods and tools shall be maximized and new ones developed to facilitate rapid, reliable, accurate, and automated collection of relevant performance data. The contractor shall be required to perform analysis on the collected data and put forth conclusions and recommendations.

3.20.1.6 Collect and analyze data and develop new tools. Identify CPM metrics required to meet each of the corporate objectives and implement the processes and methods to be used in capturing the data.

3.20.1.7 The contractor shall assist in development of rank-ordered business development schedule associated with prospective customers. Conduct market research and perform market gap/segment analyses. Research shall include identification of integration requirements, integration gaps and development of solution sets to address gaps.

3.20.1.7.1 Provide recommendations and guidance on use of Knowledge Management process and tools to support technology planning and market strategy.

3.20.1.7.2 Support the development of methodologies for further aligning NSW Crane with NAVSEA HQ, NSW HQ and other NSW field activities.

3.20.1.7.3 The contractor shall participate in requirements definition, top level design and integration planning and the development of the program's engineering plan, associated budget requirements, and program technical reviews.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 11 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

3.20.1.7.4 Assist with strategic planning support to the leadership of NSWC Crane to those within various departments as requested, and serve as a complement to the senior leadership within the Department and who may have a need for the experience and insights associated with current political, legislative and DoD issues which have impact on the NSWC Crane future.

3.20.1.7.5 Support Department Leadership and senior managers on matters involving vision development, future plans and analyses of courses of action and methodologies by which to realize the challenges associated with this mission area.

3.20.1.7.6 Participate in senior level conferences and meetings which require the development of presentations and briefs to various Naval Warfighting Capabilities audiences (CDRL A003).

3.20.1.7.7 Participate and provide recommendations to the department leadership regarding evolving solutions across the warfare Enterprises as the relationships and demands of the department grow to include others within these communities.

### **3.20.2 Business Planning**

3.20.2.1 Planning Support - The Contractor shall provide qualified personnel to perform program and planning support to the Business Planning Division. Support shall include: developing and maintaining program/project plans, coordinating/securing meeting requirements with attendees on/off site, providing synopses of meetings, developing and giving presentations, developing and maintaining databases, establishing priorities and research and providing analysis reports, coordinating and providing data call responses, and evaluating and providing assessment of technical and non-technical program reports.

3.20.2.2 Meeting Support - The Contractor shall provide qualified personnel to attend meetings supporting strategic planning, business development, performance and risk management, BI, and program status reviews. Personnel shall attend such meetings to obtain information for use in accomplishing the tasks identified in the Technical Instruction (TI).

3.20.2.3 Business Plan Analysis - The Contractor shall perform an analysis and comparison of both, the NAVSEA and NSWC Crane Business Plans for the purpose of identifying NAVSEA objectives to be incorporated into the NSWC Crane Roadmapping Structure and other Strategic Planning Initiatives. The Contractor shall provide recommendations and a roadmap process to connect vision, values, and objectives with strategic actions that are required to achieve those objectives for improved alignment between NSWC Crane, and NAVSEA.

3.20.2.4 Business Plan Management - The contractor shall support the development, review, processing and management of NSWC Crane business planning processes and other activities. The contract shall coordinate planning efforts and take action items in regards to NSWC Crane organizational activities.

3.20.2.5 Business Case Development - The contractor shall provide Business Case Analysis support focusing on reducing the costs of the service and support in order to provide the warfighter optimum support. In conjunction with, and as assigned by the Business Planning Division Team, the contractor shall define cost and support reduction issue candidates by establishing an objective for the analysis. The data required to meet the objective of the analysis shall be identified, classified and collected. The data shall be evaluated and analyzed to address the objective of the cost study and to develop findings which specifically relate the data to the objective. These studies shall serve to justify various projects and initiatives set forth by the NSWC Crane Business Planning Division.

The Business Case Analyses shall include, but not be limited to:

- Executive Summary
- Historic/Situational Assessment
- Project Description
- Solution Overview
- Solution Detail
- Solution Alternatives
- Costs
- Benefits
- Implementation
- Timeline

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 12 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

Risk Assessment  
SWOT Analysis  
Conclusions/Recommendations

3.20.2.6 The Contractor shall conduct studies to determine the combined readiness, i.e. knowledge, skills and abilities from major companies supporting NSWC Crane to determine their products, offerings, services, mission and goals.

3.20.2.7 The Contractor shall identify various Strategic Planning tools to be used in the development of objectives relating to the Corporate Planning & Business Operations Department, supporting the NAVSEA Business Plan, NSWC Crane Business Plan, Technology Roadmapping, NSWC Crane Small Business Innovative Research (SBIR) Program, Academia Partners, and emergent technologies within Private Industry.

3.20.2.8 The Contractor shall facilitate the development of NSWC Crane Roadmaps for various Codes throughout NSWC Crane. This support shall include developing a Roadmap plan for each effort and achieving the specified requirements to build the roadmaps. The individual roadmaps shall be integrated into the NSWC Crane Master Roadmap Plan, wherein alignment between NAVSEA and Crane business objectives converge. To ensure effectiveness, the contractor shall perform on-going assessments and provide recommendations for continued improvement.

3.20.2.9 The Contractor shall facilitate workshops for each effort. The workshops shall focus on the introduction to roadmapping; facilitate discussion regarding objectives of business units and Crane corporate; rank-ordered business objective schedule; matrix outlining roadmaps required to produce strategic guidance for each specified business objective; correlation and interfacing of all roadmaps; and establishing ownership and responsibilities within the roadmapping team.

### **3.20.3 Business Operations**

3.20.3.1 The contractor shall use existing Government BI tools and identify and develop new methods and tools to recognize, develop, connect, establish and monitor Corporate Performance Management (CPM) metrics relating to the objectives established by the NSWC Crane Strategic Business Plan. These methods and tools shall capture quality, quantitative, measurable, and demonstrable performance metrics in order to assess the activities performance for both internal and external requirements.

3.20.3.2 Enterprise Project Management System (EPMS) The contractor shall pilot and implement corporate project management through the standard EPMS software application. Recommend implementation strategy of EPMS at Crane Division through participation on Warfare Center level teams and active involvement in system modification and deployment initiatives.

3.20.3.2.1 Offers advice and guidance related to integration of project management with strategic and business planning initiatives and coordinates with the Comptroller on financial system interfaces.

3.20.3.2.2 Provides education and training to experienced and newly selected project managers regarding; EPMS, Earned Value Management, Project Tracking and Execution, Customer Communication and Relationship Management, and Project Reporting.

3.20.3.3 The contractor shall manage, administer, and enhance the application of BI tools. Support the identification of new technology and trends that can enhance the organizations ability to enable external and internal customer relationships. Support Crane in managing Small Business sources and connecting those sources to Crane and it customer's requirements. Support Crane with internal processes and technology solutions to more effectively and efficiently accomplish its goals.

### **3.20.4 Program Management**

3.20.4.1 The Contractor shall provide program management support by attending briefings, developing briefing materials and participating in the meeting. The Contractor shall generate and distribute meeting agendas and publish minutes and action items from the meetings (CDRL A003).

3.20.4.2 Planning Support - The Contractor shall provide qualified personnel to perform program and planning support. Support shall include: developing and maintaining program/project plans, coordinating/securing meeting

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 13 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

requirements with attendees on/off site, providing synopses of meetings, developing and giving presentations, developing and maintaining databases, establishing priorities and research and providing analysis reports, coordinating and providing data call responses, and evaluating and providing assessment of technical and non-technical program reports. (CDRL A001 and CDRL A002)

3.20.4.3 Meeting Support - The Contractor shall attend meetings supporting strategic planning, business operations, performance and risk management, BI, S&T programs, design reviews, technical meetings, user conferences, and program status reviews. As a result of attendance, the Contractor shall prepare a report for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews associated with the Science and Technology Programs. This task entails arranging and securing adequate facilities (government or contractor), preparing briefing materials, developing and distributing agendas and minutes. (CDRL A003)

3.20.4.4 The contractor shall conduct administrative, financial, and technical management functions of project planning; forecasting; proposing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (Status Reviews, Management Reviews, Technical Interchange Meetings, Pilot Requirements Reviews, Pilot Design Reviews, and Technology Transfer/Transition Plan Reviews); describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project.

### **3.21 Functional and Administrative Support**

3.21.1 The contractor shall perform administrative, financial, and technical management functions in support of project planning; forecasting; providing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (e.g., Status Reviews, Management Reviews, Technical Interchange Meetings, Pilot Requirements Reviews, Pilot Design Reviews, Technology Transfer/Transition Plan Reviews, Work With Private Party (WWPP), S&T Agreements, Science and Technology Opportunity Working Group (STO WG), Science, Technology, Engineering, and Math (STEM), Alternative Funding Opportunities), University/Academia liaison; describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project.

#### **3.21.2 Meeting Assistance**

3.21.2 .1 Alignment review meetings shall be held annually at a minimum. These annual meetings shall include contractor, the impacted system/repair process management, and other interested parties. These meetings shall be held to assess results of Lean, Six Sigma, and Theory of Constraints implementation efforts, as well as to ensure that current efforts are in alignment with NSWC Crane management's Continuous Improvement vision. Changes to the efforts or vision may result, if necessary, from these meetings. The meetings shall be held at the site location at NSWC Crane, Crane, IN.

3.21.2 .2 The Contractor shall provide qualified personnel to attend meetings supporting operational assessments visits to other DOD commands, Task Force Lean (TFL) events, and program status reviews. Personnel shall attend such meetings to obtain information for use in accomplishing the tasks identified in the TI.

3.21.2.3 Meeting Support - The Contractor shall attend meetings supporting strategic planning, business development, performance and risk management, BI, S&T programs, design reviews, technical meetings, user conferences, and program status reviews. As a result of attendance, the Contractor shall prepare a report for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews associated with the Science and Technology Programs. This task entails arranging and securing adequate facilities (government or contractor), preparing briefing materials, developing and distributing agendas and minutes. (CDRL A003)

#### **3.21.3 Data Management**

The contractor shall coordinate, compile, and enter required performance related data into various reports, analyze the data and make recommendations on implementation improvement areas, techniques and processes. The contractor shall use statistical techniques for process analysis and data analysis to derive cost reductions and

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 14 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

potential savings through implementation of recommended changes. The contractor shall manage and maintain the CPA CI reference library to ensure that all NAVSEA TFL requirements are met in the preparation and execution of the NSWC Crane TFL event.

3.21.3.1 The contractor shall coordinate the annual development process of the Crane Innovation Portfolio (Science and Technology Annual Report). This includes working with the Chief Technology Officer (CTO), STO WG Chairs, S&T Division, Office of Counsel and any other applicable codes to insure accurate content. (CDRL A001 and A002).

3.21.3.2 The contractor shall maintain and continuously improve the S&T Alternative Funding Spreadsheet. This spreadsheet provides detailed information of known funding opportunities and programs for technology research, development and transition. The spreadsheet is to be updated continuously throughout the year with a deliverable due annually. (CDRL A001 and A002).

3.21.3.3 The contractor shall coordinate, compile and enter all WWPP data into various reports analyze the data and make recommendations on implementation improvement areas, techniques and processes (e.g., templates, agreements tracking, metrics, instruction, policy). (CDRL A001 and A002).

3.21.3.4 Contractor shall coordinate, compile and submit a monthly CTO newsletter that showcases monthly activity from the S&T Division.

#### **3.21.4 NSWC Crane, Office of Counsel (Patent Execution)**

3.21.4.1 Invention Evaluation Board (IEB) - The Contractor shall support the NSWC Crane, Office of Counsel Patent Execution staff by coordinating IEB meetings, monthly schedule, publicize to participants and potential inventors, coordinate schedules, prepare IEB forms. Conduct IEB meetings, facilitate meeting, call inventors forward, distribute IEB review packages to include Navy invention disclosure form, IEB brief sheet, commercial potential report, decision forms, and collect signatures. Post IEB processing, Intellectual Property Management Information System (IPMIS), signature forms, inventor notification, awards processing, patent attorney turnover, hanging file/file wrapper preparation.

3.21.4.2 Patent Prosecution – The Contractor shall support the NSWC Crane, Office of Counsel Patent Execution staff by preparing patent application shells, preparing patent application files, sending patent drawings to contractors for preparation of formal drawings, prepare Information Disclosure Statements (IDS), prepare office action response shells, prepare docketing of all patent prosecution events, prepare issue fee filing, prepare maintenance fee scheduling, prepare royalty payment forms, and prepare correspondence for patent program. Contractor shall process the legal aspect of the patent process for approximately 100 inventions per year.

#### **3.21.5 Human Resources**

3.21.5.1 The contractor shall support the NSWC Crane HR Organization. This includes the coordination, compiling, and analysis of related data into various reports and recommendations on implementation improvement areas, techniques and processes for the following HR functions: Recruitment and Selection, Position Classification, HR Regulations and Policy Review, Writing of HR Instruction and Standard Operating Procedures, HR Awards Programs, DEMO and Performance Systems Guidance, Works Compensation Program and the Telework and Wellness programs.

### **3.22 Public Affairs and Multimedia Support**

#### **3.22.1 Public Relations**

3.22.1.1 The contractor shall coordinate tours at NSWC Crane for off station visitors. These tours shall include scheduling visits at various buildings/departments located at NSWC Crane. The contractor shall coordinate a tour guide for each occurrence. The number of scheduled tours shall not exceed three (3) per week.

3.22.1.2 The contractor shall design and develop Command Awards IAW government provided design criteria delivered for each as GFI. The awards may include, but not be limited to, plaques, certificates of appreciation, and custom mounted trophy awards, etc to recognize an employee or Team Crane organizational element.

3.22.1.3 The Contractor shall provide personnel to attend meetings and/or trade shows associated with the scope of

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 15 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

this SOW. The Contractor shall procure, prepare and set up displays and materials for the Corporate Communications Office and the Science and Technology Division at various off site locations.

3.22.1.4 The contractor shall develop, prepare and edit briefings, covers, brochures, presentations and posters for distribution to NSWC Command personnel.

3.22.1.5 The contractor shall review, edit, and incorporate articles into the local military and civilian news publications that cover command level and S&T efforts. The Government representative shall approve for final print/distribution.

3.22.1.6 The contractor shall develop text based articles and graphical publication materials for distribution to NSWC Command personnel. This publication shall be in the form of communication media (such as magazine, newsletter, etc) including color text, graphics and pictures. On occasion, this support shall extend to the areas photography and video support to capture various events on film or video tape.

3.22.1.7 The contractor shall provide Organizational, Building, Conference and Symposia support by providing and setting up displays as well as event coordination.

3.22.1.8 The contractor shall design 3-D graphic design full layout posters, brochures and media bulletins and develop interactive video presentations showcasing command level and S&T activities using compact disks.

3.22.1.9 Database Development shall be provided for the organization of graphic design files such as but not limited to graphics and soft copy documents.

#### **4.0 Government Furnished Property**

4.1 Government Furnished Information (GFI). All Government furnished information shall be specified in the individual TI. All GFI is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Contracting Officer, except as required for the specific performance of tasks under this contract. The contractor shall receive and maintain custody of any GFI provided during the course of the performance of this effort. Off base contractors may periodically be required to perform work at NSWC, Crane to gain access to files and other information required for the accomplishment of the tasks set forth in this SOW. GFI shall be provided as required or at the request of the contractor.

4.2 Government Furnished Material (GFM). All GFM shall be specified in the individual TI. GFM shall be provided when the contractor has a requirement for special or specific Government material per individual tasking.

4.3 Government Furnished Equipment (GFE). Contractor personnel at NSWC Crane shall be authorized access to NMCI owned/Government owned equipment, which shall be utilized during the performance of tasks stated in this TO. All GFE shall be specified in the individual TI.

4.4 Government Furnished Facilities (GFF). For work required to be performed within NSWC Crane, the Government may provide office space, furnishings including desk, chair, computer, computer peripherals, copier and fax access, telephone, and other NMCI approved hardware on a non-interfering basis at NSWC Crane to provide the support outlined in the SOW. The Government shall be responsible for all NMCI access costs for contractors working on Government site. This does not include equipment identified to provide reasonable accommodation to contractor personnel. Contractor personnel at NSWC Crane may be required to periodically relocate as office areas are moved to conform to re-organizations within the NSWC Crane Division or continuous improvement process changes to improve efficiency.

The Government will provide the contractor necessary access to Government personnel with functional and business process expertise and management information required to perform the tasks outlined herein. The Government will provide necessary access to information systems and databases required to complete the tasks outlined herein. The Government will provide support required allowing necessary contractor access to facilities. Contractor shall assure that personnel offered to provide services meet security clearance requirements, if any, necessary to perform the tasks.

4.5 Return of Government Furnished Items. Unless consumed during contract performance, all GFI, GFE, and GFM provided to or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 16 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

**5.0 Data Deliverables-** All deliverables shall be submitted as required by the DD 1423, Contract Data Requirements List (CDRL).

CDRL: A001

DID Number: DI-MISC-80508B

DID Title: Technical Report-Study Services

Applicable SOW Para: 3.20.4.2, 3.21.3.1-3

CDRL: A002

DID Number: DI-MISC-80508B

DID Title: Technical Report-Study Services

Applicable SOW Para: 3.20.4.2, 3.21.3.1-3

CDRL: A003

DID Number DI-ADMN-81373

DID Title: Presentation Material

Applicable SOW Para: 3.20.1.7.6, 3.20.4.3, and 3.21.2.3

CDRL: A004

DID Number: DI-FNCL-80331A

DID Title: TO Funding Notification Letter (Red-Yellow-Green Report)

Applicable SOW Para: 3.0

CDRL: A005

DID Number: DI-MGMT-81864

DID Title: Contracting Officer's Management Report (Monthly Management Report)

Applicable SOW Para: 3.0

## **6.0 Special Conditions**

### **6.1 Security**

If a requirement develops that requires access to classified information a Contract Security Classification Specification (DD254) will be processed at the TI level. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected IAW accordance with the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

### **6.2 Travel**

#### **6.2.1 Travel Requirements**

The Contractor may be required to travel CONUS. All travel requests for Contractor's travel will be authorized by a COR approved Travel Authorization unless the required travel is specified within the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip (CDRL A005).

#### **6.2.2 Travel Authorization**

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 17 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

### 6.2.3 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

### 6.3 Contracting Officer's Representative (COR)

The COR is the point of contact for non-substantiative communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s). The COR is identified in Section G.

### 6.4 Requiring Technical Activity (RTA)

The RTA contacts are Functional Managers, Task Managers, and project leads which will be identified in individual TIs.

### 6.5 Funding

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN.

### 6.6 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

### 6.7 Hazardous Materials

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

### 6.8 Control of Contractor Personnel

The Contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site (CDRL A005).

### 6.9 Identification Badges

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Contracting Officer's Representative (COR) within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge.

### 6.10 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 18 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

### **6.11 Smoking Regulations**

Smoking on Government property shall be in approved areas only in accordance with NAVFAC P 1021. Smoking in vehicles is prohibited.

### **6.12 Release of Information**

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

### **6.13 Privacy Act**

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

### **6.14 Damage Reporting**

The Contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

### **6.15 Non-Personal Services**

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

### **6.16 Investigations**

Contractor employees shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

### **6.17 Government Observations**

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance

### **6.18 Work Area Cleanliness**

The Contractor shall be responsible for the orderliness and cleanliness of all Government controlled areas being used by the contractor for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

### **6.19 Key Control**

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

### **6.20 Hours of Operation**

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 19 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for Contractor on-site personnel and the Contractor's liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal government workdays, Monday through Friday. The contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

#### 6.20.1 Compressed Work Schedule

The Contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions.

#### 6.20.2 Flextime

The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions.

#### 6.20.3 Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

##### 6.20.3.1 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

##### 6.20.3.2 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 20 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

Thanksgiving Day	Christmas Day
------------------	---------------

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

## **6.21 Continuous Improvement**

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

## **6.22 Information Non-Disclosure**

Contractor personnel may be required, from time to time, to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

## **6.23 Licenses, Certifications, and Training**

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, contractor sponsored and conducted at vendor facilities.

### **6.23.1 Special Qualifications**

The government requires the following mandatory training be completed annually to access government facilities, equipment or information systems or information . After contract award, the mandatory training classes shall be made available to contractor personnel with an NMCI connection:

- Suicide Prevention
- Quality Awareness
- Information Assurance Awareness
- Trafficking in Person
- Operations Security (OPSEC)
- Environmental Management System Awareness
- Telecommunications Awareness
- Prevention of Sexual Harassment Training
- Environmental Awareness
- Hazardous Electromagnetic Order (Hero)
- Anti Terrorism
- Network Security Awareness
- Corp Communications
- Security Awareness

## **6.24 Existing Conditions**

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

## **6.25 Data Rights**

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 21 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

#### **6.26 Use of Government Vehicles/Material Handling Equipment**

Contractor may be required to drive Government owned/leased vehicles on-site at NSWC Crane in performance of their duties. Authorization to drive Government owned/leased vehicles will be specifically authorized when applicable. All contractor personnel operating Government vehicles shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

#### **6.27 Contractor Identification**

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

#### **6.28 Contractor Acquired Property (CAP)**

Any material purchased by the contractor for the use or on behalf of the Government will become the property of the Government at the conclusion of the TO. The transfer of materials shall be documented by the contractor in addition to an accounting of all materials consumed during the performance of individual elements of the TO. The contractor shall furnish the Government a copy of such documents identifying the materials consumed on a monthly basis. At the conclusion of performance for this effort, all remaining CAP shall be delivered to the Government.

#### **6.29 Periodic Progress Meetings**

The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

#### **6.30 Continuous Improvement**

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

#### **6.31 Skills and Training**

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

#### **6.32 Post Award Meetings**

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 22 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

contract. The meeting will be held at (to be identified at Task Order award).

(b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

### **6.33 Accounting System Adequacy**

(a) FAR 16.301-3(a)(1) requires that a contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Defense Contract Audit Agency (DCAA).

(b) This requirement applies equally to the prime contractor as well as their subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts. (c) The prime contractor is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require subcontractors to include a copy of DCAA's most recent review/approval letter as part of their proposal detail. Proposal statements that the accounting system "has been approved" will not be accepted; a copy of DCAA's letter is required. (d) The prime contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

### **6.34 Enterprise-wide Contractor Manpower Reporting Application**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

## **7.0 Place of Performance**

Work shall be performed at Naval Surface Warfare Center Crane, Indiana or at contractor facilities. Contractor facilities shall be within a 50 mile radius of NSWC Crane. Individual TI's will indicate whether government work space is available for work being performed. Special tasking may allow work to be performed at a facility otherwise identified; and will be approved by the Contracting Officer, if applicable. For work required to be performed outside NSWC Crane work areas, the contractor will be solely responsible for the necessary equipment and access costs. It is anticipated that contractors working off-site may be required to attend meetings at NSWC Crane on a weekly basis.

Due to the business sensitive nature of the information that will be available to the contractor during performance, co-location in non-government provided facilities (including telework sites) with contractor personnel, that are not a part of the teaming agreement under this TO, is prohibited without written consent from the Contracting Officer.

## **8.0 Performance Standards**

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) attached hereto. Performance standards are required to be met for each of the identified Task Requirements.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 23 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit 1, attached hereto.

#### **HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 24 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated (to be completed at time of award) in response to NAVSEA Solicitation N00024-13-R-3046.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 25 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

#### **HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)**

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 26 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006  
(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and; (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS; (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
- (viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).
- (ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 27 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

<u>Printing</u>	<u>Minimum number of working Days required by DAPS</u>
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

## **MANDATORY REQUIREMENTS**

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of task order performance. In addition, mandatory requirements must be maintained through the life of the task order. The mandatory requirements are as follows:

**Requirement 1 - Facility/Workforce Location.** The contractor's primary facility for this effort shall be located within 50 miles commuting distance to NSA Crane.

**Requirement 2 - Organization Conflict of Interest (OCI) Certification/Mitigation Plan.** The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 28 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
  - (Name of Individual Sponsor)
  - (Name of Requiring Activity)
  - (City and State)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 29 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Item(s) 4999 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) provided as Attachment 5 in Section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 30 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

For proposal purposes, estimated date of TO award is 7 May 2013. Government reserves the right to award sooner or later, if necessary. Start and end dates will be updated accordingly, upon TO award.

### CLAUSES INCORPORATED BY REFERENCE

<u>FAR</u> <u>TITLE</u>	<u>DATE</u>	
52.242-15	Stop-Work Order (Aug 1989) (Alt 1)	(Apr 1984)

### HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S)	FROM	-	TO
The periods of performance for the following Items are as follows:			

4000	5/7/2013 - 5/6/2014
6000	5/7/2013 - 5/6/2014

The periods of performance for the following Option Items are as follows:

4100	5/7/2013 - 5/6/2014
6100	5/7/2013 - 5/6/2014
7000	5/7/2014 - 5/6/2015
7100	5/7/2014 - 5/6/2015
7200	5/7/2015 - 5/6/2016
7300	5/7/2015 - 5/6/2016
9000	5/7/2014 - 5/6/2015
9100	5/7/2014 - 5/6/2015
9200	5/7/2015 - 5/6/2016
9300	5/7/2015 - 5/6/2016

### HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s)

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 31 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

specified on the Contract Data Requirements List(s), DD Form 1423.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 32 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

### CLAUSES INCORPORATED BY REFERENCE:

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)

252.204-7006 Billing Instructions (OCT 2005)

### ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

### HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

---



---

### HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: (b)(6) CXLN  
NAVSURFWARCENDIV, Crane  
300 Highway 361 Bldg. (b)(6)  
Crane, IN 47522  
Telephone No (b)(6)  
Email Address: (b)(6)

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

### HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: (b)(6)  
NAVSURFWARCENDIV, Crane  
300 Highway 361 Bldg (b)(6)  
Crane, IN 47522  
Telephone No. (b)(6)  
Email Address: (b)(6)

### HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 33 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. The web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF.

Type of Document(s) (contracting officer check all that apply)

- ☐ Invoice (FFP Supply & Service)  
☐ Invoice and Receiving Report Combo (FFP Supply)  
☒ Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)  
☐ Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection & Acceptance Locations  
(Contracting Officer complete appropriate information as applicable)

Issue DODAAC	To be completed at time of award
Admin DODAAC	To be completed at time of award
Pay Office DODAAC	To be completed at time of award
Inspector DODAAC	N/A
Service Acceptor DODAAC	To be completed at time of award
Service Approver DODAAC	To be completed at time of award
Ship To DODAAC	N/A
DCAA Auditor DODAAC	To be completed at time of award
LPO DODAAC	N/A
Inspection Location	N/A
Acceptance Location	N/A

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 34 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting officer Representative; or other methods agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted to WAWF.

Send Additional Email Notification To:  
Contracting Officer Representative (COR):

(b)(6) CXLN  
Telephone No (b)(6)  
Email Address: (b)(6)

\*AND a copy to the Administrative Contracting Officer (ACO):  
Email: ACO@dcma.mil

\*\*\*\*\*Determined at time of award.

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

## **SPECIAL INVOICE INSTRUCTIONS**

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each indentified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN as identified on the TI.

**In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS** the following payment instructions apply to this task order:

a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

## **TO ORDER RATES**

The following rates have been approved for this TO.

Annual Labor Escalation: \*\*\*% per year

Maximum Pass-Thru Rate: \*\*\*% Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed 8%.

Maximum Fee: \*\*\*% on Prime Costs

\*\* To be completed at time of award

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 35 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

#### **CONSENT TO SUBCONTRACT**

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

\*to be completed at time of award

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 36 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 141,097 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that **(Offeror to fill-in)** man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **(b)(4)** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee } \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 37 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

**All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.**

#### **NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 38 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### **NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs \_\_\_\_\_\* are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 39 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

\* to be completed at time of award/modification

#### **NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

Identified upon issuance of each Technical Instruction (TI).

#### **INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

#### **SERVICE CONTRACT ACT WAGE DETERMINATION**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as Attachment 1 - Wage Determination Rev 11 in Section J.

#### **CONTRACTUAL AUTHORITY AND COMMUNICATIONS**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

#### **CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM**

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 40 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The Contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

#### **RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS (May 2012)**

If this contract includes the clause "FAR 52.204-9 Personal Identity Verification of Contractor Personnel" or will otherwise require frequent access to NSA/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractor's are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at (b)(6) or at (b)(6) NSA/NSWC Crane RAPIDGate Secondary Program Point of Contact is (b)(6) and can be reached at (b)(6) or (b)(6)

Additional information is available at <http://www.rapidgate.com/rapidgate>

RAPIDGate Pricing—(Subject to change without notice):

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 41 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

<u>Program</u>	<u>Enrollment</u>	<u>Price</u>
Single Installation	Company	\$199.99 annually
Single Installation	Employee	\$159.00 annually
Enterprise (Multiple installations)	Company	\$249.00 annually - 2 or more installations
Enterprise (Multiple installations)	Employee	\$199.00 annually 2 or more installations
90 day Option	Employee	\$59.00 per 90 days
Replacement Credential	Employee	\$30.00 per credential

(end of clause)

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 42 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)  
 52.222-29 Notification of Visa Denial (Jun 2003) IF OCONUS travel  
 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)  
 52.223-10 Waste Reduction Program (May 2011)  
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)  
 252.242-7004 Material Management and Accounting System (May 2011)  
 252.242-7006 Accounting System Administration (Feb 2012)  
 252.244-7001 Contractor Purchasing System Administration (May 2011)  
 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)  
 252.245-7002 Reporting Loss of Government Property (Feb 2011)  
 252.245-7003 Contractor Property Management System Administration (Feb 2012)

### **52.217-8 - OPTION TO EXTEND SERVICE (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

#### ITEM(S) LATEST OPTION EXERCISE DATE

CLIN 7000 No later than 12 months after the TO Award date.  
 CLIN 7200 No later than 24 months after the TO Award date.  
 CLIN 9000 No later than 12 months after the TO Award date.  
 CLIN 9200 No later than 24 months after the TO Award date.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ \* (authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime) or the

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 43 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* To be completed at time of award

## **52.244-2 SUBCONTRACTS (OCT 2010)**

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 44 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 45 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

## **252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2012)**

(a) Definitions. As used in this clause—

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 46 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States

Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(2) A foreign government, of technical data, other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 47 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 48 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 49 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data

Name of Person

to be Furnished

Basis for

Asserted Rights

Asserting

With Restrictions\*

Assertion\*\*

Category\*\*\*

Restrictions\*\*\*\*

(LIST)

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 50 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(LIST)

(LIST)

(LIST)

\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*Corporation, individual, or other person, as appropriate.

Date

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 51 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

#### LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 52 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 53 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

## **252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentatio (FEB 2012)**

(a) Definitions. As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 54 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States

Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 55 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 56 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 57 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 58 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software  
Name of Person

to be Furnished  
Basis for  
Asserted Rights  
Asserting

With Restrictions\*  
Assertion\*\*  
Category\*\*\*  
Restrictions\*\*\*\*

(LIST)  
(LIST)  
(LIST)  
(LIST)

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 59 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 60 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 61 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

## **252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 62 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or

Computer Software

Name of Person

to be Furnished

Basis for

Asserted Rights

Asserting

With Restrictions\*

Assertion\*\*

Category\*\*\*

Restrictions\*\*\*\*

(LIST)\*\*\*\*\*

(LIST)

(LIST)

(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 63 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**52.219-6 -- Notice of Total Small Business Set-Aside.**

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).\*

(c) *General.*

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 64 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

### HQ J-2-0002 CONTRACT LANGUAGE FOR SECTION J

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Exhibit 1 - Contract Data Requirements List, DD Form 1423 – 5 Pages

Attachment 1 - Wage Determination Rev 11 - 9 Pages

Attachment 2 - Staffing Plan Template - 1 Tab

Attachment 3 - Prime Offeror Cost Summary Format - 5 Tabs

Attachment 4 - Subcontractor Cost Summary Format - 4 Tabs

Attachment 5 - Quality Assurance Surveillance Plan (QASP) - 9 Pages

Attachment 6 - Sample Technical Instruction (TI) 001 - 4 Pages

Attachment 7 - Sample Technical Instruction (TI) 002 - 4 Pages

Attachment 8 - ROM Template - 6 Tabs

Attachment 9 - Government LOE Estimate - 1 Page

Attachment 10 - Surge Example - 4 Tabs

(End of Text)

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 65 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 66 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### **52.216-1 TYPE OF ORDER (APR 1984)**

This task order is Cost Plus Fixed Fee (CPFF) for labor and surge CLINs and cost only ODCs Level of Effort (LOE) type task order. The resultant order will have a base period of one (1) year plus two (2) option quantities of one (1) year each, for a total of three (3) years, if all options are exercised.

### **52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) *Protests*, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

(b)(6)

NAVSURFWARCENDIV, Crane  
300 Highway 361  
Crane, IN 47522

(b)(6)

(b)(6)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **52.252-1 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.204-6 Data Universal Numbering System (DUNS) Number (APR 2008)

52.215-16 Facilities Capital Cost of Money (JUN 2003)

52.216-27 Single or Multiple Awards (OCT 1995)

### **HQ L-2-0001 ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)**

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.

(b) This solicitation contains military, federal and non-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD PROPOSED



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 67 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

SPEC/STD REPLACED

(Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. It is requested that all recommendations be submitted within five (5) days from the date of this solicitation. Acceptance by the Government of alternative specifications or standards does not obligate the Government to conduct discussions under this solicitation.

**HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror could be providing recommendations and advice to the Government concerning its own products or activities or where they could have access to information on future requirements where they could be a competitor in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

**HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA)(MAY 1993)**

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 68 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

- (a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.
- (b) The offeror may include uncompensated effort in its proposed level of effort if:
- (1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.
  - (2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.
  - (3) The proposal identifies hours of uncompensated effort proposed by labor category.
  - (4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.
  - (5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.
  - (6) The proposal includes a copy of the corporate policy addressing uncompensated effort.
- (c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.
- (d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

**52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)**

This clause is included in the solicitation for the basic contract and applies to this order with the following exception:

\* In lieu of (f) Contract Award, the following is applied to this order:

(f) Task Order Award

- (1) The Government intends to award a task order that results from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a task order without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offer specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection of counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between the line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 69 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

(9) If a cost realism analysis is performed, cost realism may be considered by source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Task Order award shall be made in accordance with clause H-5, TASK ORDER PROCESS as stated in the Seaport-E Basic MAC.

## 1.0 GENERAL

### 1.1 QUESTIONS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW and other solicitation documents attached hereto or incorporated by reference. All questions shall be submitted via the SEAPORT-e Portal within **fifteen (15)** calendar days before the closing date of the solicitation.

### 1.2 START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date referenced in Section F. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the Task Order award document.

## 2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

**\*\*THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT COMPLY WITH THESE PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS.\*\***

**2.1 General:** Award will be made under Solicitation No. N00024-13-R-3046 based on a one-step source selection process. Proposals must be submitted in the SeaPort portal by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may render the Offeror ineligible for award.

**2.2 Mandatory Requirements:** The following are mandatory requirements that must be met for an offeror to be considered eligible for the order and must be maintained through the life of the order:

- Facility/Workforce Location. The contractor must certify that the primary contractor facility for this effort is located within 50 miles commuting distance to NSA Crane.
- Organizational Conflict of Interest (OCI) - The contractor must either certify that neither themselves nor their

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 70 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

proposed subcontractors have an OCI issue or must have submitted an OCI Mitigation Plan that the KO has evaluated as acceptable. Reference: **NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA)(JUN 1994)** found in Section L above.

**2.3 Electronic Submission:** Offers must be received via the SeaPort portal by the closing date/time in order to be considered responsive. In the rare event the portal is down or inaccessible, Offerors shall immediately notify the Contracting Officer via e-mail prior to the solicitation closing date and time. Offerors shall also contact the SeaPort helpdesk to register a help ticket/notice that the portal is down or inoperable. Failure to notify the Contracting Officer prior to solicitation closing will automatically deem an Offeror's proposal as late. In the rare event of a portal malfunction, arrangements must be made with the Contracting Officer prior to the solicitation closing date and time in order to submit a proposal electronically outside the portal. Failure to submit a complete proposal prior to the solicitation closing date and time may render the proposal late and unacceptable.

**2.4 Proposal Format:** In order to maximize efficiency and minimize the time for proposal evaluation, all Offerors shall submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

- 8.5 x 11 inch paper
- Single-spaced typed lines
- No graphics or pictures other than graphs/tables/charts as may be required or necessary
- 1 inch margins
- 12-point Times New Roman Font text (including graphs, tables, charts, etc.)
- No hyperlinks
- Microsoft Office (Word, Excel, PowerPoint) or Adobe Acrobat (.PDF) compatible
- **All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf**

• Spreadsheets provided for all prime AND subcontractors shall include all calculations in the cells **(i.e. show all formulas)**. Evaluating contract specialist **MUST** be able to determine how all direct and indirect rates are calculated. **DO NOT** hard enter data where formulas were used to calculate the entered value. Calculations are to be rounded up to the whole dollar, no cents, except for labor rates or other costs that require cents.

• The spreadsheets (landscape) shall be formatted for printing such that all data is in a type size no smaller than 9 characters per inch and row and column headings appear on each printed page.

• The above requirements apply equally to subcontractors

**\*\*Cost Summary proposals that do not meet the above requirements may be deemed unresponsive and may not be eligible for award.\*\***

#### **2.4.1 Cover Page and Table of Contents**

Each proposal volume shall include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number, amendment number, proposal volume and title, proposal validity length and the Offeror's name. Cover Pages and Tables of Contents will not count against page limitations.

#### **2.4.2 Page Limitations**

Page limitations are identified for each volume/section of the proposal as shown below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations:

Title/Cover pages

Tables of contents

Glossaries of abbreviations and list of acronyms within the proposal

Teaming agreements, letters of intent for key personnel or subcontractors/consultants, and subcontract agreements

Proposal Cross-Reference Tables

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 71 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

Factor	Subfactor	Page Limitation
Technical and Management	Sub factor A– Technical Approach	7 pages
	Subfactor B – Management Approach	10 Pages (includes all sub-elements)
	Subfactor C – Sample Technical Instruction	2 pages per TI
	Subfactor D - Personnel Requirements	up to 3 resumes (1 pg each)
Past Performance		4 pages (Prime Offeror) 1 page (each Significant Subcontractor)
Cost	Cost Summary	Unlimited
	Cost Narrative - page limitation applies to each cost narrative (prime and subcontractor)	6 pages
	Sample Tasking Rough Order of Magnitude	1 page per TI

### **3.0 WRITTEN PROPOSAL ORGANIZATION**

#### **3.1 Technical and Management**

Offerors are to ensure that all Technical and Management information is contained within the Technical and Management Proposal and that no cost/price information has been included in this volume.

- a. Technical Approach
- b. Management Approach
- c. Sample Technical Instruction
- d. Personnel Requirements

#### **3.2 Past Performance**

Offerors are to ensure that all Past Performance information is contained within the Past Performance Proposal and that no cost/price information in regards to this requirement has been included in this volume.

#### **3.3 Cost**

Offerors are to ensure that all Cost information is contained within the Cost Proposal. This includes the following: Prime Cost Summary Format, Prime Cost Narrative, Sample TIs ROMs, and any additional information requested in paragraph 4.4.2 below.

#### **3.4 Contract Information**

Offerors are to ensure that all additional contract information is contained within Contract Information Section. This includes the following:

- a. Section H: Fill-ins for Level-of-Effort Clause - 1 page
- b. Section L: Mandatory Requirement OCI Certification or Mitigation Plan - 2 pages
- c. Section L: Mandatory Requirement Facility/Workforce Location

### **4.0 PROPOSAL CONTENT**

#### **4.1 OFFER**

The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. The offer consists of and must include the following:

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 72 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## **4.2 TECHNICAL AND MANAGEMENT**

### **4.2.1 SECTION 1 (Subfactor A)**

**4.2.1.1 Technical Approach:** The offeror shall demonstrate specific knowledge, capability, and experience (both Prime and Subcontractors) to perform all aspects of the tasks in accordance with the SOW. The offeror shall address how the labor mix proposed supports the technical approach utilized in its offer.

### **4.2.2 SECTION 2 (Subfactor B)**

**4.2.2.1 Management Approach** – Offerors shall demonstrate their approach and ability to effectively manage all efforts under this TO. The Management Approach shall include the following sub-elements. No cost or pricing information shall appear in the Management Approach section.

**a. Approach:** Address the offerors overall management approach and ability to plan, manage and execute all efforts under this task order. Describe processes to be used by TO technical leadership to ensure specific subtasks are being performed effectively and efficiently. Provide specific details in the following areas:

**Organization:** Provide an organization chart that demonstrates the location of this work in the offerors organization and demonstrate how this effort will receive sufficient corporate-level attention during performance.

**b. Transition Plan:** The offeror must describe the transition process in detail including all steps the Offeror intends to take in order to assume responsibility from the incumbent contractors, if applicable, within thirty (30) days upon task order award. Of specific interest are personnel, skilled workforce, properly trained with adequate security clearances; and how the Offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operation. The offeror shall provide a staffing plan for hiring personnel after task order award. The proposed plan should include a schedule for hiring ramp up and a timeframe of when staffing actions will be completed and any risk mitigation strategies. Staffing Actions shall be completed no later than thirty (30) days after task order award. The plan shall include but not be limited to start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The transition plan shall be consistent with the offeror's technical presentation and cost proposal. Specific elements to consider include:

- a. Transition team responsibilities
- b. Initial technical and contract administration interfaces
- c. What specific services, support, or other items (i.e. GFI/GFF/GFE) does the offeror assume the Government will provide
- d. Identify risks in accomplishing transition of this requirement in a seamless manner and identify specific risk mitigation measures that will be implemented
- e. Costs unique to the implementation of the proposed transition plan shall be clearly identified in the cost proposal

**c. Subcontractor Control** - If subcontracting or teaming is proposed, the offeror must propose a Subcontract Management Plan (SMP) using a team consisting of approved SeaPort-e team subcontractors under the offeror's basic MAC Subcontract Provisions. The offeror's SMP will describe its processes and techniques used to manage subcontract performance (technical, schedule, and cost), billing, and reporting. The SMP shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. The SMP shall only include those subcontractors/consultants which are priced in the Cost Proposal. If subcontractors/consultants are not included in the cost proposal, they should not be referenced in any part of the proposal. The offeror shall address the technical reason(s) for selecting each subcontract/consultants; identify the portions of the SOW that will be subcontracted; the contractual relation with the subcontractor; and any previous working relationships with proposed subcontractors.

**d. Quality Assurance** - The Offeror is required to provide a Quality Control Plan (QCP) in accordance with the Quality Assurance Surveillance Plan (QASP) Attachment 5 in Section J. The contractor's QCP shall set forth internal processes and procedures required to meet the standards and acceptable quality levels outlined in the QASP. The contractor shall discuss development and implementation of a performance management system with



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 73 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

the processes used to assess and report its quality performance to the Contracting Officer Representative (COR).

**e. Cost Control, Reporting, and Invoicing** - Offerors shall address their internal processes to accurately record and report expenditures at the TI level. Of particular interest are the Offeror's processes for accurately projecting costs at that level, to include instances (if applicable) where subcontractors/consultants are used. Offeror's shall also address their ability to accurately record, report, and invoice costs at the SLIN level.

**f. Staffing Plan** - Offerors shall provide a Staffing Plan which shall include all proposed labor category personnel (by name) known at the time of proposal submission to support the functional areas specified in the SOW. If proposed personnel are contingent hires, then a "letter of intent" shall be included (The letter of intent does not count against page limitations and must be signed by the contingent hire employee and the offeror.) Offerors may use "TBD" for positions that do not have identified personnel. Attachment 2 provides the format for the Staffing Plan. Offerors shall highlight any key positions. These personnel and the tasks they are responsible for should be able to cross-reference with the resume section (Section L).

The staffing plan shall include all of the information requested in Attachment 2. Offerors are cautioned that staffing plans for individuals and all proposed tasks must propose the same mix and amount of hours as that of the cost proposal. Discrepancies between the labor mix identified in the technical and cost proposal may result in a lowering of the adjectival rating in the technical proposal or in an adjustment in the overall evaluated price of the offeror.

#### **4.2.3 SECTION 3 (Subfactor C)**

**4.2.3.1 Sample TI** –The offeror shall respond to the **two (2)** sample TIs provided as Attachments 6 and 7 in Section J. Offeror shall provide a technical approach that demonstrates an understanding, knowledge and ability to perform tasking in each TI.

#### **4.2.4 SECTION 4 (Subfactor D)**

**4.2.4.1 Personnel Requirements** - The offeror shall demonstrate ability to provide qualified personnel with acceptable experience levels. Offerors shall provide a total of 3 resumes for labor categories that the offeror deems technically relevant to the SOW. Resumes are limited to one (1) page each.

### **4.3 PAST PERFORMANCE**

#### **4.3.1 SECTION 1**

##### **4.3.1.1 Recent and Relevant Past Performance References.**

Offerors shall provide three (3) Past Performance References with their proposal within the last three Government fiscal years that reflects relevant experience. Furthermore, offerors with significant subcontractor(s) (10% or more of the total proposed cost) shall also submit one (1) Past Performance Reference for said subcontractor(s). The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts, of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the SOW for this solicitation. The identified contracts can be with Federal, commercial or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and email address for each POC. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror.

#### **4.3.2 SECTION 2**

##### **4.3.2.1 Previous Contracting Effort Narratives**

For each of the Past Performance Reference submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information:

- a. Description of work performed on the referenced contract.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 74 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

- b. Description of how the scope for the referenced contract relates to this effort in scope and complexity.
- c. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them.
- d. Large business offerors shall note their history with respect to meeting small business subcontracting goals on the contracts provide for past performance evaluation. Include specific goals, actual progress toward meeting the goals and steps taken when goals were not met. If the offeror has other SeaPort-e task orders, actual progress towards meeting both task order and MAC goals shall be provided.

NOTE: The Government reserves the right to use contract performance data provided in the Offeror's proposal and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) data base, personnel knowledge and from the points of contact identified by the Offeror in its proposal.

#### **4.4 COST PROPOSAL**

No technical information shall be submitted as part of the Cost Proposal. **THE REQUIREMENTS OF THIS SECTION APPLY EQUALLY TO THE OFFEROR AND ANY PROPOSED SUBCONTRACTORS REGARDLESS OF SUBCONTRACT TYPE.** It is the responsibility of the prime contractor to ensure that ALL SUBCONTRACTORS provide information at this same level of detail regardless of the subcontract pricing arrangement. If subcontractors do not comply, this will be viewed as indicative of the prime contractor's inability to control subcontractor performance and could impact the Management Factor evaluation result.

The cost proposal shall be a separate volume comprised of the Cost Narrative, the Cost Summary, Rough Order of Magnitude (ROM) and additional required information. The Cost Summary shall be in the format of the "Prime Cost Summary Format" provided as **Attachment 3** in Section J. The offeror shall provide sufficiently detailed information as to allow the Contracting Officer to determine the reasonableness of the proposed costs. The proposal shall include all formulas that demonstrate how the rates and burdens were applied. All proposed costs shall be in whole dollars. The LOE recommended in Section B includes both prime and subcontractor labor.

**The offeror shall provide a Rough Order of Magnitude (ROM) IAW the Technical & Management, Subfactor C - Sample Technical Instruction. The ROM shall be in the format of the "ROM template" provided as Attachment 8 in Section J.**

##### **4.4.1 Direct Labor**

The Government recommended Level of Effort (LOE) by labor hours and labor category is provided as Attachment 9 in Section J. If the offeror opts to propose a different LOE, a detailed justification shall be provided supporting the change. If documentation is not provided, the proposal may be deemed unrealistic and the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror.

If any additional support is to be directly charged to the order, it must be added to the specified work years listed in the attachment. For example, if any contract/business management or administrative support is needed by the offeror, it shall be proposed. The offeror shall clearly state all administrative support functions that are to be direct charged, including word processing, reproduction, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The hours/amounts proposed for each of these functions shall be fully explained and justified. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the TO.

The following is required as part of the prime cost summary format:

- The offeror shall map proposed contractor labor categories to the corresponding government labor categories identified in the Government Level of Effort (LOE) found as Attachment 9 in Section J within the offeror's Cost Summary.
- The offeror shall complete the LOE breakout by prime and subcontractors that realistically reflects the offeror's technical approach.
- The offeror shall complete the Overtime Breakout by prime and subcontractor.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 75 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

#### 4.4.2 Additional Required Information

- The Cost Proposal shall reflect actual labor rates expected to be expended in performing the proposed Task Order; e.g., actual hourly rates for named personnel if such rates will be the basis for billing under the resultant contract. Offerors shall provide a screen-capture (or equivalent) from the employer's payroll system for each name in the Offeror's Staffing Plan. If there is no payroll data available for one or more of the individuals proposed or the individual is not yet known, offerors shall provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied. Payroll data does not count toward page limitations.
- If the offeror has a Forward Pricing Rate Agreement (FPRA) with DCAA, a copy shall be furnished in addition to the cost proposal. If an offeror does not have a FPRA, the offeror shall provide rationale within the Cost Narrative as to how direct labor rates were calculated. The FPRA does not count toward page limitations.
- In the cost narrative, the offeror shall provide the previous three-year history of actual rates incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year even if the rates are considered preliminary and have not been submitted to DCAA for audit. Note whether the actual rates have been audited by DCAA or any other independent organization. Specifically state which indirect rates have been finalized by DCAA/DCMA.
- Offerors are advised that the Government will be requesting rate check information from their respective cognizant DCMA offices. Depending upon the completeness or currency of recommendations received, Offerors may be requested to provide copies of actual payroll data to substantiate current direct labor rates as well as indirect budgets to support proposed rates. This advisory note is provided so that Offerors and their team members can have such documentation readily available if requested.
- Offerors are advised that proposing lower cost replacement staff, in technical labor categories, without substantial justification will be an indication that the offeror does not have a clear understanding of the technical labor needed to support the effort and appropriate upper adjustments may be made.

#### 4.4.3 Fee and Pass-Thru

A Maximum Pass-Thru Rate and a Maximum Fee Rate, identified in the offeror's basic contract, is applicable to each SeaPort-e prime contractor. A proposed fee that is higher than the maximum fee rate shall render the contractor's proposal unacceptable. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the LOE clause (if applicable). **The maximum fee rate shall flow-down to all subcontractors/consultants included as part of offeror's proposal.** Subcontractors shall not earn fee on ODC's.

The Government strongly encourages the prime contractor to eliminate "double pass-thru" costs by (a) avoiding second tier subcontractors/consultants during performance and (b) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

#### 4.4.4 Other Direct Costs (ODCs)

Government estimates of ODCs are provided below which include travel and material expenses. Estimates provided below do not account for any burdens such as material handling or G&A. Each offeror may apply appropriate burdens in accordance with their disclosure statements. ODCs are not subject to fee.

ODCs	Base Year I	Option 1	Option 2	Total
Travel	\$50,458	\$51,976	\$53,825	\$156,259
Travel Surge	\$5,046	\$5,198	\$5,383	\$15,627
Material	\$49,261	\$42,785	\$59,034	\$151,080
Material Surge	\$4,926	\$4,279	\$5,903	\$15,108
Total	\$109,691	\$104,238	\$124,145	\$338,074

Offerors shall also include any additional ODC elements that are deemed appropriate or required in performance of

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 76 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

this effort and shall provide a detailed explanation and basis for any ODCs proposed other than those identified above.

The offeror's proposed ODCs must be included in Section B of the offer against each appropriate ODC CLIN. The management of travel between Prime and any Subcontractors shall be described by the Prime Contractor within the Cost Narrative. In order for any additional expense categories to be allowed as a direct charge under the resulting TO, it must be identified in the proposal and be reflected in the applicable CLIN. Reimbursement for Travel will be in accordance with the Joint Travel Regulation. CDRLs shall not be "separately priced."

If it is anticipated that subcontractors will need to incur ODCs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs). It is not acceptable for the prime contractor to include all travel and materials in their portion of the Cost Proposal if subcontractors or consultants will incur ODC expenses.

#### **4.4.5 Subcontractors**

Each subcontractor shall be addressed separately, and detailed cost information including **Cost Narrative, Sub-Contractor Cost Summary (Attachment 4 in Section J), and FPRA/payroll data shall be provided IN THE SAME LEVEL OF DETAIL AND FORMAT as required for the prime contractor.** Subcontractors are required to submit their proprietary proposals (showing direct labor rates, indirect rates and fee rate) through the Seaport-e portal. Cost data provided separately by a subcontractor shall be received by the time and date specified for receipt of proposals.

**IAW FAR 15.404-3(b) the prime contractor shall conduct appropriate cost or price analysis to establish the reasonableness of proposed subcontractor prices. The prime offeror's cost narrative shall address how cost reasonableness was determined for each proposed subcontractor.** Failure to do so will be interpreted as the prime contractor's lack of expertise in this area and could impact the offeror's overall evaluation result for the Management Approach factor.

#### **4.4.6 FY 2010 Information**

To comply with Section 808 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81), the following information shall be included in the cost narrative:

- a) A statement as to whether or not in FY10 the offeror provided the same or similar service to the requiring activity that is soliciting this requirement;
- b) If the same or similar services were provided to the requiring activity, what were the FY10 rates for that same or similar service that the offeror is proposing to provide; and
- c) The actual annual cost that the Government paid to offeror in FY10 for the same or similar service.

### **4.5 CONTRACT INFORMATION**

#### **4.5.1 CONTRACT DOCUMENTATION**

##### **4.5.1.1 Cover Letter**

Offerors shall provide a cover letter with the following information (both prime and subcontractor):

- Solicitation number;
- The name, address, electronic-mail address, and telephone and facsimile numbers of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 180 calendar days from the date specified for receipt of proposals;
- Names, titles, telephone and facsimile numbers, e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- DCAA and DCMA office point of contact including branch location, contact name, telephone number and e-mail address;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 77 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and  
--Identify all enclosures being transmitted as part of its proposal.

**4.5.1.2** Offer shall provide Fill-ins for Section H Level-of-Effort Clause

**4.5.1.3** Offer shall provide Mandatory Requirement OCI Certification or Mitigation Plan – 2 Pages

NOTE: The North American Industry Classification (NAICS) code applicable to the requirements contained within this solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over their three previous fiscal years that was less than \$27,000,000. The size standard certified to by the Prime for their basic SeaPort contract is valid for the base ordering period and duration of any resultant TO issued against this solicitation.

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 78 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION M EVALUATION FACTORS FOR AWARD

This TO is reserved for only those prime contractors, which have Midwest Zone 5 identified in Section B of the MAC contract. Proposals from other contractors will not be considered.

It is the intention of the Government to award one, Cost-Plus-Fixed-Fee, level-of-effort, TO for this requirement. The TO will include a one (1) year Base period and two (2) one (1)-year Option periods.

Attention is directed to basic IDIQ contract clause H-5 TASK ORDER PROCESS, paragraph C, Competitive Ordering Process, which provides that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M.

The Government intends to evaluate proposals and award a TO based upon written proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the IDIQ contract, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 16.

Note: The North American Industry Classification (NAIC) code 541330 is applicable to the requirements contained within this solicitation. The size standard for NAIC 541330 can be found at [www.sba.gov](http://www.sba.gov). The size standard certified by the Prime for their basic SeaPort contract is valid for the base ordering period and duration of any resultant TO issued against this solicitation.

### 1.0 BASIS FOR AWARD

a. The following conditions must be met in order to be eligible for award:

(1) The proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation and in the SeaPort-e basic IDIQ contract,

(2) The proposal must meet all solicitation requirements.

b. The Government anticipates a single TO award resulting from this solicitation. Award will be made to the Offeror whose proposal provides the best overall value to the Government considering the factors and subfactors identified below. However, the Government reserves the right to award more than one or no TO, depending on the quality of the proposals received and the availability of funds. The Government also reserves the right to make an award without discussions.

c. The award decision will be determined based on the Government's evaluation of each Offeror's complete proposal against the evaluation factors and subfactors identified below. Award will be made to the Offeror whose proposal demonstrates the best overall value to the Government based on the factors and subfactors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).

d. Offerors must meet each of the MANDATORY REQUIREMENTS stated in Section L. An offeror not meeting all of these mandatory requirements (or having unacceptable plans for meeting the requirements by TO award) will be considered ineligible for award.

*Note 1: Awards will only be made to an Offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest and for which an unsatisfactory mitigation plan has been proposed.*

### 2.0 Evaluation Factors and Subfactors:

#### 2.1 Application of Factors and Subfactors

a. **General.** The Government will apply evaluation factors and subfactors to identify the best value proposal. The evaluation factors and subfactors represent key areas of importance to be considered in the source selection decision. The factors, subfactors, and associated elements have been chosen to support meaningful discrimination between and

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 79 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

among competing proposals. As demonstrated in their proposals, prospective Offerors shall be evaluated in terms of their ability to meet or exceed the program's requirements stated in the SOW. Proposals shall be evaluated in accordance with the factors and subfactors described in paragraph 2.2 below.

**b. Relative Importance.** The following table indicates all factors and subfactors that will be considered in awarding the TO. The relative importance of the evaluation factors and subfactors contained in the RFP reflects the overall requirements of this acquisition as outlined in the SOW.

<b>Factors</b>	<b>Subfactors</b>
1. Technical and Management	A. Technical Approach B. Management Approach C. Sample Technical Instruction D. Personnel Requirements
2. Past Performance	(None)
3. Total Evaluated Cost	(None)

**Relative Importance of the Evaluation Factors:**

Factor 1 is more important than Factor 2 with both being significantly more important than Factor 3. Within Factor 1, Technical Approach (Subfactor A) and Management Approach (Subfactor B) are weighted equally, but are more important than all other subfactors. Sample Task Instruction (Subfactor C) is slightly more important than Personnel Requirements (Subfactor D). Although cost is the least important factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost delta between offerors is so significantly high as to diminish the value of the superiority of the other factors. Risk assessments will be performed as to the risk of successful performance within each factor. It should be noted that proposals found to be unsatisfactory in any non-cost factor might result in the entire proposal being deemed unacceptable.

**Adjectival Ratings.** The Government will perform an evaluation of the Technical Capability and Past Performance evaluation factors based on the Offeror's proposal. This evaluation focuses on strengths and weaknesses of the Offeror's proposal, resulting in the assignment of an adjectival rating for each factor. Cost/Price will not be assigned an adjectival rating.

**The Technical & Management factor will be assigned the following adjectival ratings:**

Outstanding - Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful TO performance is very low.

Very Good - Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful TO performance is low.

Acceptable - Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on TO performance. Risk of unsuccessful TO performance is low.

Marginal - Proposal does not clearly meet the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more major weaknesses that are not offset by strengths. Risk of unsuccessful TO performance is high.

Unacceptable - Proposal does not meet the requirements and contains one or more deficiencies. The proposal is not awardable.

**Definitions:**

**Weakness** is a flaw in the proposal that increases the risk of unsuccessful TO performance.

**Significant Weakness** in the proposal is a flaw that appreciably increases the risk of unsuccessful TO performance.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 80 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

**Deficiency** is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful TO performance to an unacceptable level.

**Risk** is the potential for unsuccessful TO performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful TO performance. (For firm-fixed-price contracts, the reference to increased cost may be removed from the risk definition.)

**Strength** is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during TO performance.

**Past Performance will be assigned two adjectival ratings focusing on past performance relevancy and a performance confidence assessment. The adjectival ratings for relevancy are as follows:**

Very relevant - Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant - Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.

Somewhat relevant - Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not relevant - Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**The adjectival ratings for the performance confidence assessment are as follows:**

Substantial confidence - Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory confidence - Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Limited confidence - Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No confidence - Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Unknown confidence - No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

#### **Definitions:**

**Performance Confidence Assessment** is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information

**Recency**, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevancy**, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.



SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 81 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

## 2.2 Description of Evaluation Factors and Subfactors

### Factor 1: Technical and Management

#### Subfactor A) Technical Approach

The Government will evaluate:

The degree to which the proposal demonstrates specific knowledge, capability and relevant experience to perform the tasks outlined in the SOW sub-task structure.

#### Subfactor B) Management Approach

The Government will evaluate whether the Offeror presents a management plan that provides an integrated team with a coordinated approach to work performance, demonstrates a clear understanding of contract reporting requirements and assures quality long term support.

This factor will evaluate the offeror's ability to perform the non-technical aspects of contract performance. Each offeror's proposal will be assessed to determine the feasibility of the proposed management approach for task achievement and the depth of understanding represented by that approach. Approach; Transition Plan; Subcontractor Management Plan; Quality Assurance Plan; Cost-Control, Reporting, and Invoicing; and Staffing Plan are considered key elements in the management assessment.

#### Subfactor C) Sample Technical Instruction (TI)

The Government will evaluate:

- The degree to which the technical approach in response to the TI demonstrates the knowledge and capability in meeting the requirements of the TI. Elements to be considered include staffing, schedule, training, and costs.
- The degree to which the labor mix/hours on the ROM demonstrate the knowledge and understanding of the requirements of the TI. The Government will evaluate the reasonableness and realism of the ROM against the government's estimate of the costs associated with the TI. This assessment will take into consideration the proposed technical approach of the offeror.

#### Subfactor D) Personnel Requirements

The Government will evaluate:

- The Government will evaluate the degree to which the resumes demonstrate the Offeror's knowledge and ability to successfully meet requirements of the SOW and related competencies.
- The government will evaluate the relevant experience the personnel have in performing each of the SOW areas, and the level of the personnel's relevant education and training.
- The government will evaluate the degree to which the resumes meet the personnel requirements.

### Factor 2: Past Performance

The Past Performance Factor is a measure of the degree to which the Offeror met the customer's requirements on prior contracts and complied with the requirements of its contracts and Federal, State, and local laws and regulations and to which the referenced contracts are relevant to the SOW. "Recent performance" includes that which is of similar scope and complexity within the last three Government fiscal years. "Relevant performance" includes contractual efforts to provide same or similar support services. Similar scope and complexity means having performed most of the types of support efforts identified in the SOW. Past Performance references that reflect projects with a similar scope and complexity to efforts described in this solicitation will be considered to have greater importance in the evaluation of this factor. The Government may contact each Offeror's customers to ask whether or not they believe:

1. that the Offeror is capable, efficient, effective and technically acceptable
2. that the Offeror delivered quality service

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 82 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

3. that the Offeror's performance conformed to the terms and conditions of its contract
4. that the Offeror was reasonable and cooperative during performance
5. that the Offeror was committed to customer satisfaction
6. that the Offeror was able to hire and retain qualified personnel to meet the requirement
7. if given a chance, whether they would select the same or a different Contractor.

The Government may also inquire about overall management efficiency, work quality, and record of forecasting and controlling direct and indirect costs. The Government may consider past performance information obtained from sources other than those identified by the Offeror, including CPARS, PPIRS, Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. In the event an offeror has no recent/relevant performance record or the offeror's performance is so sparse that no meaningful confidence assessment rating can be given, the offeror will receive an unknown confidence (neutral) rating for past performance.

### **Factor 3: Cost**

Although cost is the least important factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost delta between offerors is so significantly high as to diminish the value of the superiority of the other factors. In evaluating offers, the Government will perform an analysis of the reasonableness, realism and completeness of the cost data, the traceability of the cost to the offeror's capability data, the proposed allocation of man-hours and labor mix, and the proposed costs' reflection of the offeror's understanding of the complexity and risk of the requirements.

Pertinent cost information, including but not limited to DCAA or DCMA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government's determination of the most probable cost to be incurred in the performance of this TO (IAW FAR 15.404-1(d)) and to measure the reasonableness of the proposed costs. If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the offeror's proposed costs will be adjusted upward to reflect more realistic costs. Based on such analysis, an evaluated cost for the offeror will be calculated to reflect the Government's estimate of the offeror's most probable costs.

Evaluation of the options will not obligate the Government to exercise the option. Evaluated cost to the Government, which is an offeror's evaluated cost and the proposed fee for the base and all option periods, will be used in making an award determination. Therefore, any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data section. Offeror's are cautioned that to the extent proposed costs appear unrealistic; the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror. The burden of proof for cost credibility rests with the offeror. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may impact technical/management ratings or may be grounds for rejection of the proposal.

### **CLAUSES INCORPORATED BY REFERENCE**

#### **52.217-5 Evaluation of Options (JUL 1990)**

#### **HQ M-2-0009 LANGUAGE REGARDING CONTRACT AWARD**

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1 which provides that the contract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. "Factors" and "subfactors" shall include all of those evaluation factors and subfactors which are described in this Section M.

#### **HQ M-2-0016 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM – STATISTICAL REPORTING (PPIRS-SR) IN PAST PERFORMANCE EVALUATION (NAVSEA)(SEP 2009)**

(a) Each offeror's past performance shall be evaluated in accordance with FAR 13.106-2 or 15.305(a)(2), as applicable. The Department of Defense (DOD) has authorized use of PPIRS-SR for use by DOD activities during the acquisition of supplies and services. For purposes of this solicitation, contractor past performance will be based on

SOLICITATION NO. N00024-13-R-3046	AMENDMENT NO. 3	PAGE 83 of 83	FINAL
--------------------------------------	--------------------	------------------	-------

data from PPIRS-SR. The offeror's quality and delivery classifications from PPIRS-SR will be used in conjunction with the offeror's references, the criteria in FAR 13.106-2 or 15.305(a)(2), as applicable, and other provisions of this solicitation.

(b) The purpose of PPIRS-SR is to provide source selection officials with quantifiable past performance information regarding delivery and quality. This information is collected from existing DOD reporting systems during the source selection process.

(c) Quality: PPIRS-SR collects quantifiable quality data from existing systems and uses that data to classify supplier performance by Federal Supply code or federal Services Code (FSA group). Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier's overall quality performance based on the following indices:

Color Position

Dark Blue Top 5% of suppliers in FSC group

Purple Next 10% of suppliers in FSC group

Green Next 70% of suppliers in FSC group

Yellow Next 10% of suppliers in FSC group

Red Bottom 5% of suppliers in FSC group

(Note: if all supplier ratings for a specific FSC group are equal, all suppliers with that group will be classified green. Suppliers with no history in PPIRS-SR will be displayed without a rating and, for evaluation, receive a neutral rating.)

(d) Delivery: supplier delivery past performance is classified in PPIRS-SR by the suppliers percentage of on-time deliveries. On-time deliveries are calculated using the number of line items delivered and a weighting factor reflecting the length of time a delivery was overdue.

(e) PPIRS-SR classifications are determined monthly for each supplier and can be reviewed at

<http://www.ppirs.gov/>.